



**ENGINEERING, OPERATIONS, AND  
WATER RESOURCES  
COMMITTEE MEETING  
OF THE BOARD OF DIRECTORS  
INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, SEPTEMBER 12, 2018  
9:45 A.M.**

*Or immediately following the  
Community & Legislative Affairs  
Committee Meeting*

**CALL TO ORDER**

**PUBLIC COMMENT**

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which is available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

**ADDITIONS TO THE AGENDA**

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

**1. ACTION ITEMS**

**A. MINUTES**

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of August 8, 2018.

**B. RP-5 RECYCLED WATER PIPELINE BOTTLENECK CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-5 Recycled Water Pipeline Bottleneck, Project No. EN14043, to T.E. Roberts, Inc., in the amount of \$2,023,600; and
2. Authorize the General Manager to executive the contract.

**C. CBWM POMONA EXTENSOMETER FACILITY CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the CBWM Pomona Extensometer Facility Construction, Project No. RW19002, to Cascade Drilling, L.P. in the amount of \$1,267,462; and
2. Authorize the General Manager to execute the construction contract subject to non-substantive changes.

**D. RESIDENTIAL PRESSURE REGULATION PROGRAM CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a one-year contract (\$250,000), with two one-year extension options, to EcoTech Services, Inc., for the implementation and administration of the Residential Pressure Regulation Program for a not-to-exceed amount of \$750,000 (three-year contract term); and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

**E. RATIFY CONTRACT FOR BROOKS BASIN EARTHWORK SERVICES FOR INFILTRATION RESTORATION**

Staff recommends that the Committee/Board ratify the contract already executed by the General Manager to JCE Equipment Inc. for the Brooks Basin Earthwork Services for a not-to-exceed amount of \$246,920.

**F. WEST VALLEY WATER DISTRICT IMPORTED WATER AGREEMENT**

Staff recommends that the Committee/Board authorize the General Manager to execute the contract subject to non-substantive changes.

**G. ADOPTION OF RESOLUTION NO. 2018-9-2, ADOPTING THE 2018 UPDATE TO THE RECHARGE MASTER PLAN**

Staff recommends that the Committee/Board:

1. Approve the 2018 Recharge Master Plan Update;
2. Adopt Resolution No. 2018-9-2, adopting the 2018 Recharge Master Plan Update; and
3. Approve a Joint Filing, with Chino Basin Watermaster, to the court.

**2. INFORMATION ITEM**

**A. PLANNING & ENVIRONMENTAL RESOURCES UPDATE (ORAL)**

**RECEIVE AND FILE INFORMATION ITEM**

**B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)**

**3. GENERAL MANAGER'S COMMENTS**

**4. COMMITTEE MEMBER COMMENTS**

**5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

**6. ADJOURN**

*\*A Municipal Water District*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: jh

**DECLARATION OF POSTING**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, September 6, 2018.

April Woodruff  
April Woodruff

**ACTION  
ITEM  
1A**





## MINUTES

### ENGINEERING, OPERATIONS, AND WATER RESOURCES COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY\* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, AUGUST 8, 2018  
9:45 A.M.

#### COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair  
Kati Parker

#### COMMITTEE MEMBERS ABSENT

None

#### STAFF PRESENT

Halla Razak, General Manager  
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Jerry Burke, Deputy Manager of Engineering  
Rick Mykitta, Manager of Operations & Maintenance  
Scott Oakden, Deputy Manager of Operations  
Shaun Stone, Manager of Engineering  
Ken Tam, Senior Associate Engineer  
Rocky Welborn, Senior Associate Engineer  
April Woodruff, Board Secretary/Office Manager

#### OTHERS PRESENT

None

The meeting was called to order at 9:43 a.m. There were no public comments received or additions to the agenda.

#### ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of July 11, 2018.
- ◆ Recommended that the Board:
  1. Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;

2. Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes;

as an Action Item on the August 15, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Adopt Resolution No. 2018-8-1, establishing a fee covering IEUA's services for review of applications, plans, and inspections of construction for development; and
2. Authorize the General Manager to review and adjust the fee schedule as necessary to maintain cost coverage;

as a Consent Calendar Item on the August 15, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a Contract No. 4600002591 to Olin, establishing a three-year contract for the supply of 12.5% bulk sodium hypochlorite with options for two additional one-year extensions, for a potential contract term of five years; and
2. Authorize the General Manager to execute the contract with two potential contract extensions;

as a Consent Calendar Item on the August 15, 2018 Board meeting agenda.

### **INFORMATION ITEMS**

The following information items were presented or received and filed by the Committee:

- ◆ Septic to Sewer Feasibility Study Update
- ◆ Planning & Environmental Resources Update
- ◆ Engineering and Construction Management Project Updates

### **GENERAL MANAGER'S COMMENTS**

There were no General Manager comments.

### **COMMITTEE MEMBER COMMENTS**

There were no Committee member comments.

### **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

There were no Committee member requests for future agenda items.

Engineering, Operations, and Water Resources Committee  
August 8, 2018  
Page 3

With no further business, Director Camacho adjourned the meeting at 10:02 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: SEPTEMBER 12, 2018**

**ACTION  
ITEM  
1B**

**Date:** September 19, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

#449

**Committee:** Engineering, Operations & Water Resources

09/12/18

Finance & Administration

09/12/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** RP-5 Recycled Water Pipeline Bottleneck Construction Contract Award

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**Executive Summary:**

The RP-5 Recycled Water (RW) Pipeline Bottleneck project was launched after completing the 2015 Recycled Water Program Strategy with a primary goal to maximize the recharge and beneficial reuse of the recycled water. To achieve this goal, it is essential to upgrade the RW piping system, remove existing hydraulic limitations and enhance system reliability.

The project improvements include up-sizing and reconfiguring the existing piping system downstream of the RW pump station, procurement and installation of a surge control system, replacement of buried RW isolation valves throughout the RP-5 Plant, and upgrade of pressure regulating devices and flow meters.

This project will be funded under California Clean Water State Revolving Fund Program with principle forgiveness of 50% of the total project cost.

On July 12, 2018, IEUA received five construction bids. T.E. Roberts, Inc. was the lowest responsive and responsible bidder with a bid price of \$2,023,600.

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**Staff's Recommendation:**

1. Award a construction contract for the RP-5 Recycled Water Pipeline Bottleneck, Project No. EN14043, to T.E. Roberts, Inc., in the amount of \$2,023,600; and
2. Authorize the General Manager to execute the contract.

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**Budget Impact** *Budgeted* (Y/N): Y *Amendment* (Y/N): N *Amount for Requested Approval:*

*Account/Project Name:*

EN14043/RP-5 Recycled Water Pipeline Bottleneck

*Fiscal Impact* (explain if not budgeted):

N/A

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**Prior Board Action:**

On September 21, 2016, the Board of Directors approved a consultant engineering services contract for the RP-5 Recycled Water Pipeline Bottleneck, Project No. EN14043, to Stantec Consulting Services, Inc., for the not-to-exceed amount of \$201,987.

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**Environmental Determination:**

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(d) (f) of the State CEQA Guidelines.

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**Business Goal:**

The RP-5 Recycled Water Pipeline Bottleneck project is consistent with IEUA's Business Goal of Water Reliability, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

# RP-5 Recycled Water Pipeline Bottleneck Construction Contract Award

Project No. EN14043





# Regional Water Recycling Plant No. 5 Project Location





# Project Background

- Project conforms to 2015 Recycled Water (RW) Program Strategy goal
- Maximize recharge and beneficial use of RW
- RW system hydraulic limitations
- Piping system surge protection
- Non-functional buried isolation valves
- Project funded by California Clean Water State Revolving Fund Program



RW Pipe Rupture Repair Due to Surge



Sample Location - Non-Functional Buried Isolation Valves

# Project Scope

- Upsize/upgrade piping downstream of RW pump station
- Install a new surge control system
- Replace all buried RW isolation valves and install additional valves in strategic locations
- Upgrade pressure regulating valves and flow meters
- Install a new wetwell access hatch
- Chlorine Contact Basin washdown hose bibbs



RP-5 RW Pipe Bottleneck Area



Location of New Wetwell Access Hatch

# Contractor Selection

Five bids were received on July 12, 2018:

### Bids Received

Bidder's Name	Total
T.E. Roberts, Inc.	\$ 2,023,600
SCW Contracting Corp.	\$ 2,140,411
Ferreira Construction Co.	\$ 2,342,285
W.A. Rasic Construction	\$ 2,473,188
Norstar Plumbing and Engineering, Inc.	\$ 3,613,000
<b>Engineer's Estimate</b>	<b>\$ 2,000,000</b>

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$437,185</b>
Project Development	\$76,900
Design Consultant	\$237,785
IEUA Design Services	\$122,500
<b>Construction Services</b>	<b>\$280,437</b>
Design Consultant Construction Services	\$80,437
IEUA Construction Services (~10%)	\$200,000
<b>Construction</b>	<b>\$2,223,600</b>
Construction	\$2,023,600
Contingency (~10%)	\$200,000
<b>Total Project Cost:</b>	<b>\$2,941,222</b>
<b>Total Project Budget:</b>	<b>\$3,137,169</b>

Project Milestone	Date
<b>Construction</b>	
Construction Contract Award	September 2018
Construction Completion	September 2019



# Recommendation

- Award a construction contract for the RP-5 Recycled Water Pipeline Bottleneck, Project No. EN14043, to T.E. Roberts, Inc., in the amount of \$2,023,600; and
- Authorize the General Manager to execute the contract.

The RP-5 Recycled Water Pipeline Bottleneck project is consistent with **IEUA's Business Goal of Water Reliability**, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.

## SECTION D - CONTRACT AND RELEVANT DOCUMENTS

### 1.0 CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ T.E. Roberts, Inc. \_\_\_\_\_, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

#### **WITNESSETH:**

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR RP-5 RECYCLED WATER PIPELINE BOTTLENECK PROJECT; PROJECT No. EN 14043, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$2,023,600.00 – Two Million Twenty Three Thousand Six Hundred Dollars and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency three hundred and sixty-five (365) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of four thousand dollars (\$ 4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D -Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D - Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D - Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H - Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in



the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.

14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.


The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency\*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

Inland Empire Utilities Agency,\*  
San Bernardino County, California.

By \_\_\_\_\_  
General Manager

Contractor

By   
Timothy Roberts  
Title President

\*Municipal Water District

**ACTION  
ITEM  
1C**

**Date:** September 19, 2018

HHK

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

09/12/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** CBWM Pomona Extensometer Facility Contract Award

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**Executive Summary:**

In June 2018, Chino Basin Watermaster's (CBWM) Ground-Level Monitoring Committee developed detailed construction plans and specifications to measure and monitor vertical ground movement within the northwest area of CBWM's Management Zone 1. The construction is in the City of Pomona's Montvue Park. Under a Master Agreement and Task Order with CBWM, IEUA provided administrative support to solicit for construction bids and directly award a contract to the lowest responsible/responsive bidder. CBWM shall be responsible for all project related cost and efforts including engineering, project management, construction, and construction management of the project. CBWM has requested that the construction contract be awarded by IEUA on their behalf. CBWM has pre-funded the project, which also includes reimbursement for IEUA's administrative support.

On August 9, 2018, IEUA received two construction bids from licensed drilling contractors. Cascade Drilling, L.P. was the lowest responsive, responsible bidder with a bid price of \$1,267,462. The received bids and the lowest bidder's cost are approved and accepted by CBWM.

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**Staff's Recommendation:**

1. Award a construction contract for the CBWM Pomona Extensometer Facility Construction, Project No. RW19002, to Cascade Drilling, L.P. in the amount of \$1,267,462; and
2. Authorize the General Manager to execute the construction contract subject to non-substantive changes.

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**Budget Impact** *Budgeted (Y/N):* N *Amendment (Y/N):* N *Amount for Requested Approval:*

*Account/Project Name:*

RW19002.00, CBWM Pomona Extensometer Facility Construction

*Fiscal Impact (explain if not budgeted):*

None. All cost is fully paid by CBWM. Prior to contract award, CBWM shall have paid IEUA the full contract amount, plus 15-percent for contingencies, and \$6,000 for IEUA administrative support.

**Prior Board Action:**

On September 20, 2017, the Board of Director approved the Master Cost Sharing Agreement between IEUA and CBWM.

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**Environmental Determination:**

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(d) of the State CEQA Guidelines.

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**Business Goal:**

The efforts in supporting CBWM on this project is consistent with IEUA's Business Goal of Water Reliability by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities.

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**Attachments:**

Attachment 1 - Contract

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## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of September, 2018, by and between Cascade Drilling, L.P., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

### WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, IEUA and the CONTRACTOR agree as follows:

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR CBWM Pomona Extensometer Facility Construction Project No. RW19002, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$ 1,267,462

One million two hundred sixty-seven thousand four hundred sixty-two Dollars and zero Cents.

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors,

administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA one hundred twenty (120) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of

all claims for labor and materials furnished.

- L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the CONTRACTOR

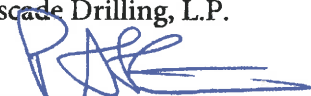
IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Inland Empire Utilities Agency\*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

- M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

Inland Empire Utilities Agency\*,  
San Bernardino County, California.

By \_\_\_\_\_  
*General Manager*

CONTRACTOR  
Cascade Drilling, L.P.

By  \_\_\_\_\_  
V.P. Operations  
*Title*

\* A Municipal Water District

**ACTION  
ITEM  
1D**



**Date:** September 19, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HR  
09/12/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** Residential Pressure Regulation Program Contract Award

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**Executive Summary:**

The Agency currently offers the "Residential Home Pressure Regulation Program" (Program) to residential customers who reside in high water pressure zone areas. Pressure Regulating Valves (PRVs) regulate by maintaining a pressure between 45 and 75 psi, ensuring that end-use plumbing fixtures operate at their intended flow rate and reduce the incidence of excessive leaky pipes and fixtures. This is a "no cost" Program that initially provides a PRV assessment. Based on the assessment results, a participant will then receive a PRV adjustment, repair or installation of a new PRV on the customer side of the meter. Participants also receive a water pressure test gauge and instruction on how to use it, along with a one-year warranty on repairs on the newly installed PRV. On average, 20,000 to 30,000 gallons per year per home can be conserved with no conscious water conservation efforts beyond installation of the device.

On July 9, 2018, IEUA issued a competitive Request for Proposal (RFP-SM-18-011) through the PlanetBids Network to provide services for the administration and implementation of a regional Residential Home Pressure Regulation Program. On July 23, 2018, IEUA received two responses, one proposal and one bid. The most comprehensive proposal and the lowest fee schedule for the Agency was submitted by EcoTech Services, Inc.

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**Staff's Recommendation:**

1. Award a one-year contract (\$250,000), with two one-year extension options, to EcoTech Services, Inc., for the implementation and administration of the Residential Pressure Regulation Program for a not-to-exceed amount of \$750,000 (three-year contract term); and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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**Budget Impact** Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 250,000

**Account/Project Name:**

WR19017/Residential PRV Program

**Fiscal Impact** (explain if not budgeted):

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**Prior Board Action:**

None.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The project is consistent with IEUA's Business Goal of increasing Water Reliability by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

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**Attachments:**

Attachment 1: PowerPoint

Attachment 2: Residential Pressure Regulation Program Contract

# Residential Pressure Regulation Program Contract Award



# Program Background

- Why deploy a Pressure Regulation Program
  - Decrease pipe deterioration
  - Prevent and/or reduce indoor fixture leaks
  - Save water and possibly extend life of fixtures
  - Promote efficient use of water and save energy



# Program Services

- Initial assessment of home pressure
- Evaluation of existing Pressure Regulation Valves (PRV)
  - Adjustment, repair, maintenance or replacement of existing PRV
- Installation of new PRV if not existent
  - One-year customer support and warranty from date of installation
- Free water pressure test gauge



# Program Guidelines

- High pressure zone area (>80 PSI)
- Participant agrees to
  - Check pressure once a year
  - Water use monitoring
  - Sharing pictures and information with program partners
- Newly installed PRV in-place for a minimum of two years
- Program is free of charge





# Program Summary (FY 2016-2018)

Total Sites Completed: 558

Total Sites that Reduced Pressure: 375

Average Cost Per Site: \$416

Annual Program Budget: \$249,000

Two-Year Program Expenditures: \$231,925

External Funding Received: \$111,305

Estimated Annual Water Savings: 350 AF

Estimated Lifetime Water Savings: 3,500 AF



# Contractor Selection

Program Years	Solicitations	Responses	Contractor
FY 2016/17	RFP-HD-16-005 - February 29, 2016	1	Dave's Plumbing
FY 2017/18	RFP-SM-17-011 - March 09, 2017	1	EcoTech Services, Inc.
FY 2018/19	RFP-SM-18-011 - July 23, 2018	2	EcoTech Services, Inc. E.R. Block Plumbing, Inc.





# Recommendation

- Award a one-year contract (\$250,000), with two one-year extension options, to EcoTech Services, Inc., for the implementation and administration of the Residential Pressure Regulation Program for a not-to-exceed amount of \$750,000 (three-year contract term); and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The project is consistent with **IEUA's Business Goal of increasing Water Reliability** by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

**CONTRACT NUMBER: 4600002606  
FOR  
REGIONAL RESIDENTIAL HOME PRESSURE REGULATION PROGRAM**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Inland Empire Utilities Agency (IEUA), a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and EcoTech Services, Inc, existing in the County of Los Angeles (hereinafter referred to as "Contractor") for the execution of the Regional Residential Pressure Regulation Program.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Lisa Morgan-Perales  
Inland Empire Utilities Agency  
Address: 6075 Kimball Avenue  
Chino, California 91708  
Telephone: (909) 993-1520  
Facsimile: (909) 993-9000  
Email: [Lperales@ieua.org](mailto:Lperales@ieua.org)

2. **CONTRACTOR ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Marcos Quezada  
EcoTech Services, Inc  
Address: 2143 S. Myrtle Ave.  
Monrovia, California 91016  
Telephone: (626) 335-1500  
Facsimile: (626) 628-3312  
Email: [www.ecotechservices.net](http://www.ecotechservices.net)

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

- A. Amendments to Contract Number 4600002606.
- B. Contract Number 4600002606 General Terms and Conditions.
- C. Agency Solicitation Number RFP-SM-18-011
- C. Contractor's Proposal dated 07/23/2018.

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall be in accordance with Contractor's Proposal, which is attached hereto as **Exhibit A** and incorporated herein by reference, and includes, but is not limited to the following tasks:

- a. Contractor will provide an initial assessment of the home
- b. Contractor will evaluate existing Pressure Regulating Valve (PRV) for operational efficiency or install a new PRV if one does not exist or Adjust existing PRV, if applicable
- c. Contractor will repair and conduct maintenances on existing PRVs, if repairable
- d. Contractor will replace PRV in the event it has failed and cannot be repaired
- e. Contractor will provide a one-year warranty on newly installed PRV from the date of installation which includes equipment, parts, and labor
- f. Contractor will provide site follow-up for up to one-year from the date of installation, as needed
- g. Contractor will provide monthly lists of customers that have been contacted, surveyed, and retrofitted
- h. Contractor will take pre- and post- photos for each site showing pressure and PRV installation
- i. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work at various sites, as assigned, to provide Pressure Relief Valve Services.
- j. Contractor will provide courteous, professional service and will leave not material and debris at the site. Contractor will be required to wear identifiable attire and provide professional identification to all staff and customers participating in this program, which will include (at a minimum) a photo of the Contractor personnel on the badge and an office phone number for residents to contact, should the need arise.

NOTE: Contractor shall advise Agency within two (2) weeks of any changes to the written Scope of Work based upon discussions from any meetings. Any significant scope of work changes or project delays longer than 4 weeks must be made in writing by an Amendment to the Contract. Work initiated without written approval, shall be at the Contractor's own risk, and shall not be reimbursed by the Agency.

5. TERM: The term of this Contract shall extend from the date of notice to proceed and terminate August 31, 2019 unless agreed to by both parties and amended to this contract. This contract is a one (1) year contract with two (2) 12 month options for a total term of three (3) years.

6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Invoices shall include Contract Number 4600002606.

To expedite payment, Contractor's invoices shall be submitted electronically with all required back-up to [apgroup@ieua.org](mailto:apgroup@ieua.org), copying the Agency's Project Manager.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

As compensation for the work performed under this Contract and in accordance with Exhibit B, Agency shall pay Contractor's monthly invoice, for a total contract price **not-to-exceed \$750,000.00** for all services satisfactorily provided hereunder during the term of this Contract. Payment shall be made only after review and acceptance of the work by the Agency's Project Manager.

7. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the work schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the work schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.

8. **FITNESS FOR DUTY:**

A. **Fitness:** Contractor and its Subcontractor personnel on the Jobsite:

1. Shall report for work in a manner fit to do their job
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby)
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. **Compliance:** Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee

determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

9. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**

- a. **Additional Insured Status:** The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO

Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

- E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency  
Attn: Angela Witte, Risk Specialist  
P.O. Box 9020  
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Contractor shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall to the extent of Contractor's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- C. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- D. Grant Funded Projects: This is not a grant funded project.

- E. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- G. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and the Contractor, shall be resolved in accordance with the Dispute Section of this Contract.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be



conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs

associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

- I. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
11. **INDEMNIFICATION:** Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Contractor. If Agency reuses the materials and documents without Contractor's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.
13. **TITLE AND RISK OF LOSS:**
  - A. **Documentation:** Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
  - B. **Material:** Title to all Material, field or research equipment, subject to payment therefore, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or

Agency-owned equipment of which it has custody. Contractor shall not be responsible for loss, theft or damage of Materials caused by parties other than the Contractor.

- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
  2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
  3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
  4. Notwithstanding anything to the contrary herein, Contractor's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion,

and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses to the extent of Contractor's negligence for any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Contractor shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green  
Manager of Contracts and Facilities Services  
Inland Empire Utilities Agency  
6075 Kimball Avenue, Building A  
Chino, California 91708

Contractor: Marcos Quezada  
EcoTech Services Inc  
2143 S. Myrtle Ave  
Monrovia, California 91016

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.
- In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractors' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

[Remainder of Page Intentionally Left Blank; Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY,  
A MUNICIPAL WATER DISTRICT:

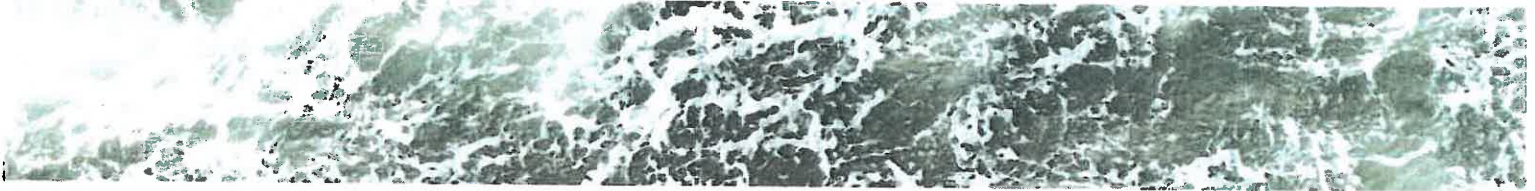
EcoTech Services, Inc.:

\_\_\_\_\_  
Halla Razak (Date)  
General Manager

\_\_\_\_\_  
Marcos Quezada (Date)  
President

# EXHIBIT A

# Scope of Work



EcoTech understands that the main objective of the Regional Residential Home Pressure Regulation Program is to service residential areas with high water pressure zones with the installation, maintenance and/or replacement of pressure reducing valves (PRVs). This will ensure that end-use plumbing fixtures operate efficiently and safely at conservative flow rates and to reduce the risk of leaks. Furthermore, EcoTech understands that IEUA's preliminary goal is to target 500 residential customers within their eight retail member agencies' service areas. Our high-caliber team of administration staff and professional technicians have developed a plan to ensure this goal is achieved. The following further details the tasks EcoTech shall undertake to effectively implement the Program.

## **Program Marketing & Participant Procurement**

IEUA and its member agencies will market to their targeted customers and provide a list of eligible customers that qualify for the Program to EcoTech. EcoTech has a toll-free (800) phone number to be used for the Program that is staffed by EcoTech's bilingual (English & Spanish) customer service team during regular business hours.

## **Data Collection & Management**

EcoTech shall collect and store all Program Participant information in a robust and secure database. Employees are equipped with cloud-based devices that can access EcoTech's database at anytime, anywhere. This system allows both customer service representatives and field staff to stay in close communication and updated with the most recent information. This complete system allows seamless customer management and central data storage from the initial customer contact to the final follow-up visit. EcoTech's digital data collection system allows for easy customization to meet the needs of this Program and to collect all information needed for IEUA and its member agencies.

## **Customer Service & Program Management**

EcoTech's bilingual customer service team will receive phone calls in both Spanish and English from potential participants to explain the Program in more detail and confirm specific information related to participation and eligibility requirements. Representatives will also provide callers with more information on PRVs and how they effect indoor and outdoor water-use. All customer questions will be politely addressed. EcoTech's customer service team shall be available Monday through Friday from 8:00 a.m. to 4:00 p.m. An automated after-hours greeting accepts customers' messages during off hours in both English and Spanish. All messages shall be returned *within one business day*. All call-backs and resolutions taken will be recorded in the database. EcoTech prides itself on the ability to provide a quick response and resolution to any situation that may arise. EcoTech will be responsible for taking care of all service calls for any customer issues that occur. Technicians will be available to respond to service calls within one business day. Any emergencies that should arise will take priority. Service calls and actions taken to resolve issues shall be logged in EcoTech's Program database for reference. Customer service representatives will contact approved customers directly to schedule PRV site assessments and PRV installation/repair appointments.





## Site Assessment

EcoTech technicians shall meet with participants one on one during the initial site assessment and briefly explain the work to be done. Participants will be required to fill out and sign the Program release of liability form. This form will be stored in the Program database.

Technicians will take measurements and use a digital data collection form to record water pressure data, PRV information and photos at each participating home. The main objective of the assessment will be to gather site information in order to evaluate the potential for water savings through the installation of a new PRV or replacement/repair of the home's existing PRV. Technicians will then review all surveyed components related to water pressure with the participating customer and look to address their concerns. If the customer qualifies for the program by having at least 80 PSI starting water pressure from the district and current conditions make repair/ replace or install possible, EcoTech will proceed with the next step. If customer agrees to adjusting an existing PRV, EcoTech will attempt to do so with the existing system. If the adjustment fails, EcoTech will then schedule with the customer for the next available appointment for the work to be completed on a separate day. To complete the repair, replacement or new installation, EcoTech will likely need to shut off water to the house or property during the duration of the work. Homeowners will be made aware of this during installation scheduling with technician to maximize customer convenience.

*Any site assessments that only require adjustment of a PRV and training with customer to address customers' reported pressure issues will be billed at the "Adjusting Existing PRV" fee listed in the Summary Fee Schedule.*

*Any site assessments at which the customer is determined to not qualify for the Program will be billed at the "Customer Does Not Qualify" fee listed in the Summary Fee Schedule.*

## Repair/ Replace/ Install Existing PRV

EcoTech will attempt to repair existing PRVs with a rebuild kit if parts are available from the manufacturer. PRVs can fail for a variety of reasons, but the most common cause is a worn out rubber gasket or debris has clogged the filter.

*For any site where EcoTech determines that the PRV is faulty and performs a repair, work will be billed at the "PRV Repair" fee listed in the Summary Fee Schedule based on PRV type and size.*

EcoTech may determine that the damage to an existing PRV is not repairable or parts are not available, in which case a new replacement PRV will need to be installed. Exact product selection for the new PRV will depend on existing pipe size.

*For any site where EcoTech determines that the PRV is faulty and cannot be repaired EcoTech will install a new replacement PRV. Work will be billed at the "PRV Replace/Install" fee listed in the Summary Fee Schedule based on PRV type and size.*

If the home has no existing PRV, EcoTech will install a new PRV if possible. Installing a new PRV is possible if the following conditions are met: Installation of PRV does not alter the flow direction of water and there is enough clearance to install new PRV directly in-line. Exact product selection for the new PRV will depend on existing pipe size.



*For any site where EcoTech determines that no PRV exists and pressure exceeds IEUA's designated PSI limit, EcoTech will install a new Wilkins PRV. Work will be billed at the "PRV Replace/Install" fee listed in the Summary Fee Schedule based on PRV type and size.*

After a successful repair, EcoTech will adjust the PRV to a pressure setting appropriate for the safe and efficient operation of existing water fixtures at the home. This will be recorded along with any other notes and information desired by IEUA. Educational material and a brief demonstration on the PRV will be provided to the customer at this time.

Upon completion of the PRV work, EcoTech will give a copy of the final site report to the customer, which can be provided electronically through email or as a hard copy printed on the spot upon request. All field staff carry a mobile, battery-operated printer.

### **Follow-Up Inspection**

EcoTech will perform follow-up inspections as requested by IEUA to a home as needed. It is anticipated that participants will be provided with a follow-up visit by IEUA staff to check for quality of workmanship and provide any additional PRV education. EcoTech will *only* bill for follow-up visits if the follow-up is pre-approved by IEUA and is not covered by EcoTech's installation warranty of one (1) year parts, labor, and materials as specified in the RFP.

### **Program Reporting & Invoicing**

EcoTech will provide detailed monthly reports to IEUA of customers that have been contacted, surveyed, and retrofitted. These reports will include retail agency, account number, customer name, installation address, device installed (make, model, size), installation date, and measured water pressure pre- and post-installation. Any additional customer information, including photographs, required to be stored in the Program database can be included in monthly reports upon IEUA's preference and request. All program reporting data will be stored in EcoTech's FileMaker database which can easily be exported for reports on a monthly basis and at IEUA's request.

Invoices will also be submitted to IEUA on a monthly basis. An electronic copy of invoices and an electronic copy of the Program database will be forwarded via email to IEUA's Program Manager for review and approval.

### **Safety**

EcoTech has policies in place to ensure the up-most safety throughout the entirety of the Program. All EcoTech employees are required to pass a comprehensive background check before being hired. All field technicians are required to wear branded EcoTech apparel to identify them as contractor personnel as well as a visible photo identification badge that displays their name, EcoTech's office phone number, office location, and contractor's license number.

Before the program starts, EcoTech will conduct a group activity hazard analysis (AHA) meeting with technicians to identify common safety concerns that an employee might encounter during the course of this program and how to avoid them. Secondly, EcoTech will hold a mandatory weekly safety meeting for the program field employees on appropriate topics to reinforce the safety hazards identified at the AHA meeting.



## PROJECTED TIMELINE SUMMARY

PROGRAM WEEK	TASKS
<p style="text-align: center;">Week 1</p> <p>Kick-off Meeting</p>	<p>Meet with IEUA and member agency key personnel for a kick-off meeting to provide insurance and other necessary documentation, finalize deliverables, establish milestones and identify potential challenges.</p>
<p style="text-align: center;">Week 1-2</p> <p>Participant Procurement</p>	<p>Obtain eligible customer lists and water-use data from IEUA's member agencies and integrate into EcoTech database. Finalize Program data entry forms. Begin receiving calls from eligible customers to provide information and schedule assessments. Create custom Program web page if desired by IEUA.</p>
<p style="text-align: center;">Week 3 Onward</p> <p style="text-align: center;">Site Assessments &amp; Retrofits</p>	<p>Execute initial site assessments and retrofits. Continue to procure and schedule additional participants on a regular weekly basis. Additional site assessments and retrofits continue on a regular weekly basis.</p>
<p style="text-align: center;">Week 5 Onward</p> <p>Program Reporting</p>	<p>Program reporting and invoicing begins for customer enrollment and work completed so far. Reporting and invoicing continues on a monthly basis.</p>

*Total duration of the Program will depend heavily on member agency marketing and eligible customers' willingness to participate, among other variables. EcoTech is hopeful that if participation levels are high they will be able to execute assessments and retrofits at approximately 10 to 15 homes per week.*



# EXHIBIT B

# Inland Empire Utilities Agency

## PRV Program

### Fee Schedule Modifications EcoTech Services, Inc.

8/7/2018

If/when a NEW bid is released, contractor has to review current prevailing wage rates and also account for scheduled increases in prevailing wage rates for the life of the contract, including extensions. Prevailing wage rates from original contract will no longer be valid when the new contract starts. This would have been different if IEUA had just extended the current original contract as a renewal, without going out to bid.

#### CURRENT/ORIGINAL CONTRACT

Item Description	Amount
<u>Site Assessment Only</u>	\$ 150.00
<u>Repair PRV</u>	
70XL 3/4"	\$ 400.00
70XL 1"	\$ 400.00
600XL 3/4"	\$ 400.00
600XL 1"	\$ 450.00
600XL 1-1/4" or 1-1/2"	\$ 550.00
<u>Replace/Install New PRV</u>	
70XL 3/4"	\$ 525.00
70XL 1"	\$ 525.00
600XL 3/4"	\$ 525.00
600XL 1"	\$ 560.00
600XL 1-1/4" or 1-1/2"	\$ 800.00
<u>Follow-up Inspection</u>	\$ 150.00
<u>Customer Does Not Qualify</u>	N/A

#### NEW CONTRACT - YEAR ONE

Item Description	Amount
<u>Adjust Existing PRV</u>	\$ 140.00
<u>Repair PRV</u>	
70XL 3/4"	\$ 412.00
70XL 1"	\$ 412.00
600XL 3/4"	\$ 412.00
600XL 1"	\$ 463.50
600XL 1-1/4" or 1-1/2"	\$ 566.50
<u>Replace/Install New PRV</u>	
70XL 3/4"	\$ 540.75
70XL 1"	\$ 540.75
600XL 3/4"	\$ 540.75
600XL 1"	\$ 576.80
600XL 1-1/4" or 1-1/2"	\$ 824.00
<u>Follow-up Inspection</u>	\$ 140.00
<u>Customer Does Not Qualify</u>	\$ 75.00

Year One: 3% increase applies to only Repair and Replace/Install line items. Calculated from original contract.  
Years Two and Three: 3% increase applies to all line items on fee schedule, calculating from one year to the next.

\*Unhide all columns to see renewal rates, new bid rates, and year-to-year 3% increase amounts.

**ACTION  
ITEM  
1E**

**Date:** September 19, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HR

09/12/18

**Executive Contact:** Randy Lee, Executive Manager of Operations/AGM

**Subject:** Ratify Contract for Brooks Basin Earthwork Services for Infiltration Restoration

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**Executive Summary:**

The Brooks Street Basin, in the City of Montclair, has experienced diminished infiltration rates since last restored in 2015. The basin is used to recharge storm water, recycled water, and imported water. A restored infiltration rate will be approximately 1.0 foot per day at full capacity. Infiltration has fallen to less than 0.2 feet per day when full and less than 0.1 feet per day at lower water depths. A request for proposals was prepared to conduct earthwork services to restore the infiltration. Bids were received from three firms. The bid results were:

JCE Equipment Inc. = \$246,920

Jeromy Harris Construction Inc. = \$281,988

Elite Earthworks & Engineering = \$458,616

Beginning the work upon finalization of a contract will allow the basin to resume recycled water deliveries at a rate of about 10 acre-feet per day. IEUA currently retails its recycled water recharge at \$540 per acre-foot. At a benefit to the Agency of about \$5,400 per day, the General Manager has signed the contract and a notice to proceed has been issued to the recommended contract, JCE Equipment Inc., which performed the 2015 Brooks work to Agency satisfaction.

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**Staff's Recommendation:**

Ratify the contract executed by the General Manager to JCE Equipment Inc. for the Brooks Basin Earthwork Services for a not-to-exceed amount of \$246,920.

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**Budget Impact** *Budgeted* (Y/N): Y *Amendment* (Y/N): N *Amount for Requested Approval:*

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*



**Prior Board Action:**

None

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**Environmental Determination:**

Not Applicable

Earthwork services will comply with the State of California Department of Fish and Game, Notification No. 1600-2009-0072-R6 Revision 2, dated February 15, 2010, Long Term Routine Maintenance Streambed Alteration Agreement for Existing Facilities.

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**Business Goal:**

This contract award supports the Agency's business goal of Water Reliability to develop and implement an integrated water resource management plan.

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**Attachments:**

Attachment 1 - PowerPoint

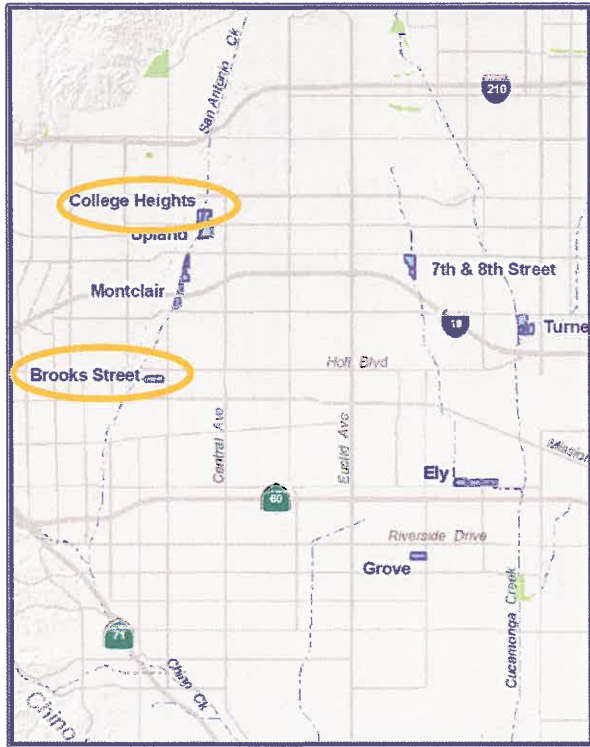
Attachment 2 - Contract No. 4600002613 to JCE Equipment Inc.

# Attachment 1

# Contract for Brooks Basin Earthwork Services for Infiltration Restoration



# Brooks Basin





# Brooks Basin Infiltration Restoration Work

08/14/2018 11:35

Dewatering Operations

08/14/2018 12:13

Silt Deposits and Windrow Details

# The Process

- Dewatering pumping (completed)
- Restore perimeter drive access and ramps
- Scrape material from side slopes and windrows
- Haul up to 12,000 cubic yards to College Heights Basin
- Knock down windrows and grade basin bottom





# Contractor Selection

- Three bids were received on August 7, 2018

Bidder	Bid
JCE Equipment Inc.	\$ 246,920
Jeremy Harris Construction Inc.	\$ 281,988
Elite Earthworks & Engineering	\$ 458,616

- Chino Basin Water Conservation District to Cost Share 50%
- IEUA and Chino Basin Watermaster to Cost Share by Pro Rata Usage (82% & 18%)
- The retail benefit is \$5,400/day in recycled water recharge (10 AF/day @ \$540/AF)
- Therefore, the General Manager has executed the contract to begin work immediately



## Recommendation

Ratify the contract already executed by the General Manager to JCE Equipment Inc. for the Brooks Basin Earthwork Services for a not-to-exceed amount of \$246,920.

*The Brooks Infiltration Restoration is consistent with IEUA's business goal of **Water Reliability** to develop and implement an integrated water resource management plan.*

# Questions



# Attachment 2



**CONTRACT NUMBER 4600002613  
FOR  
INFILTRATION RESTORATION (EARTHWORK) SERVICES  
AT  
BROOKS BASIN**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_\_ day of August, 2018, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency" or "IEUA"), and JCE Equipment, Inc., of Upland, California (hereinafter referred to as "Contractor"), for the provision of earthwork services within Brooks Basin, located in Montclair, California.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **AGENCY PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Steve Smith  
Company Name: Inland Empire Utilities Agency  
Address: 6075 Kimball Avenue, Building "B"  
Chino, CA 91708  
Telephone: 909-993-1600, extension 1621  
Facsimile: 909-993-1987  
Email: [ssmith@ieua.org](mailto:ssmith@ieua.org)  
Cell: 951-295-7736

2. **CONTRACTOR ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Roger Hauptman, President  
Company Name: JCE Equipment, Inc.  
Address: 2064 Rita Court  
Upland, CA 91784  
Telephone: 909-957-8812  
Facsimile: 909-266-0649  
Email: [jceequip@gmail.com](mailto:jceequip@gmail.com)  
Cell: 909-921-6367

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:

1. Amendments to Contract Number 4600002613.
2. Contract Number 4600002613 General Terms and Conditions.
3. Agency Request for Proposal Number RFP-HD-18-012.
4. Contractor's Proposal dated August 6, 2018.

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:

A. The Scope of Work for this contract shall include:

1. All of the work and services detailed in RFP-HD-18-012 (hereinafter referred to as "Work"), incorporated herein and made a part hereof by this reference, see Exhibit A.
2. All of the work, services, and rates detailed in the Contractor's proposal dated August 6, 2018, incorporated herein and made a part hereof by this reference, see Exhibit B.
3. The actual work and services shall be made up of four tasks:
  - a. Task 1 – Mobilization of equipment (to the site) prior to the beginning of the Work and demobilization of all equipment from the site upon completion of the Work, as approved by the Project Manager.
  - b. Task 2 – Side-Slope Restoration (cutting or back-dragging the silt material (several inches thick) that has been deposited on the Basin's side-slopes, down-slope to the internal perimeter roadway. Leaving the side-slope surfaces track-walked
  - c. Task 3 – Restoring the surface of the internal perimeter road sufficiently to support the transport of silt material from the area of the Basin below the internal perimeter road.
  - d. Task 4 – Basin floor and berm cleaning will focus on cutting or skimming silt material from the floor of the basin (and the sides and tops of the internal berms), collecting the silt material, and moving it to a windrow (stockpile) for volume estimation. This material will then be loaded on to trucks and transported to the College Heights Basin site. The College Heights Basin site, currently, has a 12,000 cubic yard capacity limitation. Any silt material in excess of the 12,000 cubic yards (taken to College Heights) will become the contractor's material and be removed to and alternate (legal and approved) site.

- e. Task 5 – Once all of the silt material has been removed from the Brooks Basin, the final Task will be knocking the berms down and creating a smooth basin floor with a slope/grade a southwesterly low-point.
- B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the Work within the time-frame set forth in Section 5, below. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
- C. Method of Inspection:
1. Work performed under this Contract may be required to undergo daily and weekly inspections.
  2. The Project Manager will be responsible for performance of the inspections.
  3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
- D. Cure Procedure:
1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
  2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
  3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- E. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or June 30, 2019, whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this Contract.

6. PAYMENT, INVOICING, AND COMPENSATION:

A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.

B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's lump sum invoice, for a total contract price NOT-TO-EXCEED **\$246,920** for all services satisfactorily provided during the term of this Contract.

C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

1. The Contract Number – 4600002613, and;
2. The Contract Release Purchase Order Number – 45000\_\_\_\_\_

If Contractor submits an invoice by email, such invoice shall be submitted as follows:

APGroup@ieua.org  
Scan the invoice as a PDF file.  
Attach the scanned file to an email.

If Contractor submits invoice by mail, such invoice shall be submitted as follows:

Inland Empire Utilities Agency  
Re: Contract Number: 4600002613  
P.O. Box 9020  
Chino Hills, CA 91709

D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.

E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.

- F. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's [APGroup@ieua.org](mailto:APGroup@ieua.org) email address.
7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.
- A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. **Commercial General Liability ("CGL"):** Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  4. **Payment Bond and Performance Bond:** Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.



- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
    - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
    - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency  
Attn: Angela Witte  
P.O. Box 9020  
Chino Hills, CA 91709

9. FITNESS FOR DUTY:

A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:

1. Shall report to work in a manner fit to do their job;

2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
- B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker

employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.
- I. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- K. Disputes:
  - 1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract

which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.

2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County

Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Association in Mediation/Arbitration:** The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
  - L. **Workers' Legal Status:** For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
  - M. **Prevailing Wage Requirements:** Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
  - N. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>). *(Include with Public Works contracts > \$1,000.00 price).*
11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.

12. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

13. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
  - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
  - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
  - 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of

any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

14. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green  
Manager of Contracts and Procurement  
Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709

Contractor: Roger Hauptman, President  
JCE Equipment, Inc.  
2064 Rita Court  
Upland, CA 91784

Any notice given pursuant to this section shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission through the United States Postal Service.

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.



17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
22. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$2,000 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the services in accordance with the Work Schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for the missed services. The Contractor's acceptance of this contract, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed in this section.
23. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
24. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.

25. **DELIVERY OF DOCUMENTS:** The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.


The parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:**  
*\*A MUNICIPAL WATER DISTRICT*

**JCE EQUIPMENT, INC.:**

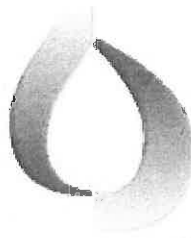
\_\_\_\_\_  
Halla Razak  
General Manager

(Date)

  
\_\_\_\_\_  
Roger Hauptman  
President

8-28-18  
(Date)

# Exhibit A



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSAL  
NUMBER RFP-HD-18-012 REVISED  
FOR  
PROFESSIONAL CONTRACTING  
SERVICES RELATED TO  
EARTHWORK  
SERVICES  
AT  
BROOKS BASIN

July 6, 2018 / Revised July 30, 2018

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## SECTION 1 - SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency ("Agency" or "IEUA") is accepting sealed proposals at the Agency's Administrative Headquarters, located at **6075 Kimball Avenue, Building A, Chino, California, 91708**; in order to engage a qualified and licensed person, partnership, company, or corporation for contractor-provide Earthwork Services; that are needed for maintenance measures at the Brooks Basin, located within the City of Montclair, California. At the Brooks Basin site, the removal of the accumulated silt material, restoring the infiltration rate is the primary goal of the RFP. Offeror's Proposal shall clearly identify the capabilities of their skilled staff, their qualifications, and any unique knowledge, experience, or licenses. References will be required. A fully burdened schedule of the rates for these services will also be required. It is recognized that there will be separate, yet related, tasks within the envisioned scope of work associated with enhancing both the appearance and the function of the Brooks Basin. For purposes of this Request for Proposal, the terms Offeror and Contractor may be used interchangeably.
- B. **SUBMITTAL LOCATION - CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are as listed below. Offeror shall submit three **(3) copies** (includes one original and two photocopies) of their proposal to the address above. Proposals received after the "closing" date and time indicated will not be accepted. Faxed or emailed proposals will not be accepted.

**Submittal Closing:** Tuesday, August 7, 2018, at 4:00pm

**Location:** Agency's Administrative Headquarters (*address shown above*)

- C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to Steven Smith at 909-993-1621 (ssmith@ieua.org), Garrett Bell at (909) 993-1531 (gbell@ieua.org) or Harlan Delzer at (909) 993-1707. Please reference the solicitation number "RFP-HD-18-012 Revised" when contacting the Agency's staff regarding this solicitation.
- D. **PROPOSAL LABELING:** All Proposals shall be submitted in a **sealed** envelope with all original pages intact. The proposal envelope must clearly **indicate** the Request For Proposal Number, RFP-HD-18-012 Revised, Attn: Harlan Delzer, and the subject, "Earthwork Services at Brooks Basin."
- E. **PROPOSAL SUBMITTAL:** **Any proposal found to be illegible or incomplete shall be considered for rejection.** Whether sent by courier, mail, or by means of personal delivery, Offerors assume full responsibility for having their proposal deposited at the proper address and **not later than the scheduled closing time.** More than one (1) proposal from any individual, firm, partnership, or corporation under the same or different names, will not be considered.

- F. **PROPOSAL FORMAT:** Offeror shall include **sequential page numbers and the Contractor's initials** on each page of their Proposal. A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of ninety (90) days.
- G. **PRE-PROPOSAL MEETING / JOB-WALK:** A mandatory job-walk will take place on , July 17, 2018, starting at approximately 10:00a.m. for all interested Offerors. All interested parties are urged to meet at the Brooks Basin entrance gate, located at 200 Silicon Avenue, Montclair, CA, 91766.



## SECTION 2 - GENERAL INFORMATION

**NOTE: IT IS THE OFFEROR'S RESPONSIBILITY TO EXAMINE  
THIS REQUEST FOR PROPOSAL SOLICITATION IN IT'S ENTIRETY  
PRIOR TO SUBMITTING A PROPOSAL.**

- A. **WAITING PERIOD:** All Offerors are alerted that a waiting period of up to ninety (90) days, measured from the date of the proposal submittal deadline, **may** be required before proceedings are completed and awards (or rejections) are made. Offerors shall assume full responsibility for the effect of the waiting period on all proposal prices, fees, and terms.
- B. **PROPOSAL PREPARATION COSTS:** The Agency is not, nor shall be, deemed liable for any costs incurred by the Offeror during the preparation, submittal, or presentation of their proposal.
- C. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Offeror may request the withdrawal of their submitted proposal, either in person, by telegraphic, telephonic (facsimile), e-mail, or written request, at any time **prior** to the scheduled proposal due date and time. Upon receiving the written request to withdraw any proposal, the Agency will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of an Offeror's proposal will not prejudice Offeror's re-submittal for this or any future proposal(s).
- D. **MISTAKE IN PROPOSAL:** Any Offeror may withdraw their proposal after the proposal due date, subject to the time restrictions indicated below, **only** if the Offeror can establish to the Agency's satisfaction, that a material mistake was made in preparing the proposal.
1. An Offeror declaring a mistake must provide a written notice to the Agency within five (5) calendar days following the scheduled proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
  2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal, and shall not be permitted for mistakes resulting from error in judgment or carelessness in the interpretation of the scope of work. An Offeror who claims a mistake shall be **PROHIBITED** from submitting further proposals based on the RFP for which the mistake in the proposal was claimed (*Public Contract Code Section 5105*).
- E. **PROPOSAL ACCEPTANCE:** The Agency reserves the right to **accept or reject** any or all proposals, waive any informalities in any proposal, postpone the project, or any portion thereof, if such actions are deemed to be in the best interest of the Agency (*Ordinance No. 101*).

- F. **INTERPRETATION OF DOCUMENTS:** During the proposal solicitation period, should an Offeror find discrepancies or omissions in the specifications of the "Request for Proposal," or should the Offeror be in doubt as to their interpretation, the Offeror shall immediately contact the Contract Administrator identified in Section 1(C), above. Should it be found necessary, a written addendum will be sent to all known perspective Offerors. Any addenda issued prior to the scheduled proposal due date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.
- G. **PROPOSAL FEES:** Offeror's shall submit a fully-burdened fee schedule, for each task or specific skill category required to provide the Contractor's Services, clearly identifying the firm's staff classifications by category, by hourly billing rates, and any associated administrative costs.
- H. **CONTRACTOR REFERENCES:** Using the References form included in Section 3, each Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for which similar work has been performed, within the last five (5) years. Include the reference names, contact person(s), telephone numbers, e-mail address, business physical address, and brief description of the specific services provided.
- I. **AWARD CRITERIA:** The following criteria will be used in the rating process for the proposals submitted; to determine the selection of the successful Offeror(s):
- Submittal performance – an initial and a hand-written page number on each page, to ensure it was looked at, and to properly integrate any additional pages, made part of the proposal, by the Offeror (i.e., references, multi-page methodology statements, or contractor staff resumes).
  - Past record of performance in providing similar services (prior projects or engagements).
  - Experience of personnel (individual or company history, years in business, licenses, certifications, other personnel qualifications).
  - Proposed staffing plan and methodology proposed for the Project.
  - References.
  - Availability of personnel and ability to meet the timeline for IEUA's Contract/Project.
  - *Exceptions* taken to the proposed contract terms.
  - Project fee schedule, rate structure.
  - Payment discount proposed, in exchange for expedited invoice payment.
- J. **CONTRACT AWARD/EXECUTION:** Upon selection, the Contractor(s) shall execute a Contract with the Agency. The format and content of said contract will be similar to the Example Contract attached to this RFP, see Section 5.
- K. **PUBLIC RECORD:** Be advised that **all** information contained in proposals, submitted in response to this solicitation, **shall** become a matter of public record, shall be subject to the California Records Act of 2004 (Government Code Section 6250 et seq.), and the information's use and disclosure are governed by this Act.

- L. **ACCEPTANCE AND PAYMENT:** The selected Offeror's invoice, subsequent to the completion of a valid and binding contract, shall include a specific reference to the Contract Number, the associated Purchase Order Number, and be accompanied by detailed supporting documentation. The Agency shall pay the Offeror's properly executed invoices, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice.
- M. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Example Contract, pages 3 through 5, Section 5 of this RFP. It is **highly** recommended that each Offeror confer with their respective insurers to determine, in advance, the availability (and any costs associated) of the required insurance certificates, endorsements, and waivers prescribed therein. All insurance documentation must be received, reviewed, and approved by the Agency prior to completion of the contract award. If a leading Offeror fails to strictly comply with the stated insurance requirements, that Offeror may be disqualified from receiving the award.
- N. **RELEASE OF LIABILITY:** The selected Offeror shall execute a Release of Liability form, agrees and understands that the Contractor's personal property, if left at any of the Agency's sites, during the course of the Work, may be exposed to the risk of, but not limited to, theft, vandalism, fire damage, water damage, and wind damage; for which the Contractor agrees to assume any and all such risk, and consequences, as a result thereof. The Contractor shall be responsible for the completion of the Agency's Waiver/Release of Liability form (see Section 3) as part of a completed proposal.
- O. **CONTRACT EXECUTION(S) / EXCEPTIONS:** The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. A sample of the Agency's standard contract is provided as Section 5 of this RFP. The Agency will issue, to the selected Contractor, a contract similar in form to the sample shown in Section 5. The executed contract which will incorporate this RFP and the Offeror's proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFP. An Exceptions Form is provided in Section 3.
- P. **ENVIRONMENTAL PURCHASING POLICY:** The goal of IEUA is to reduce global warming and other environmentally harmful effects generated by its operations, its operational protocols, and its capital improvement projects. In this endeavor, the terms and conditions of all IEUA solicitations encourage, whenever possible and practical, the proposal for products and services that are proven beneficial to the environment. Examples for this Project would be products manufactured with recycled steel, recycled plastics, and vehicles fueled with natural gas or propane versus gasoline or diesel fuel. The Offerors, in their proposals should present (and explain) the efforts they will be employing on the Project that move the Agency closer to its sustainability goals.

- Q. **PROPOSAL INCLUSIONS:** The Request for Proposal documents shall be returned in their entirety, with all applicable portions fully completed by the Contractor. Each page shall be sequentially numbered and initialed by the Contractor; including any pages added to the proposal by the Contractor.
- R. **SELECTION:** The Agency anticipates selecting a single Contractor, from the Offerors of responsive proposals. That Contractor will be awarded a Contractor Services Contract based on the qualifications to provide services that integrate:
- i. Qualified, licensed, and professional contractor staff
  - ii. Knowledge and experience with appurtenances found within recharge basins
  - iii. Knowledge and experience with silt material found within recharge basins
  - iv. Compliance with Project Manager directives and engineering drawings

Offerors are to clearly identify both their general qualifications (certificates and licenses) as well as any of their specialty skill-sets. Each specialty area will be carefully evaluated based on the information provided by the Offeror.

**(This space intentionally left blank.)**

## SECTION 3 - FORMS

### SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all skill level classifications, as well as any associated administrative (office) fees, if any. All proposed prices shall be stated in terms of a net price to the Agency.

A. **FEE INCLUSION STATEMENT:** Offerors shall fully complete this Summary Fee Schedule "A" and return it with their submitted proposal. All proposed prices shall include **all** labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. All proposed fees will be stated as a NET-PRICE, whereas the NET-PRICE shall represent the total and final cost, to the Agency, for providing the services listed. At any time, IEUA may require that these cost components be further broken out, itemized, and disclosed.

B. **PROPOSED FEE FOR CONTRACTOR'S SERVICES:**

**Task 1: Mobilization and Demobilization**

Proposed Task 1 Cost in Lump-Sum Amount: \_\_\_\_\_

**Task 2: Side-Slope Restoration:**

Proposed Task 2 Cost, in Lump-Sum Amount: \_\_\_\_\_

**Task 3: Perimeter Road and Access Ramp Restoration**

Proposed Task 3 Cost in Lump-Sum Amount: \_\_\_\_\_

**Task 4: Basin Floor and Berm Cleaning**

Proposed Task 4 Cost, in Lump-Sum Amount, for collection of silt material and the transport of the initial 12,000 cubic yards, that will be delivered to College Heights.

Proposed Task 4 Cost, in Lump-Sum Amount: \_\_\_\_\_

**Secondary Bid Item:** In the event that the volume of silt materials to be **loaded, hauled, and disposed of** from within the Brooks Basin is more (or less) than the initially estimated 12,000 cyds, the debit or credit for the difference: \_\_\_\_\_ /cubic yard.

If the volume of silt material to be hauled to an alternate, Contractor-provided, site is a volume (up to) 3,000 cubic yards, then the lump sum price to load, haul, and dispose of the 3,000 cyds, at the alternate, Contractor-provided, site, shall be:

Proposed Alternate Site Lump Sum Amount: \_\_\_\_\_.

In the event that the volume of silt material taken the alternate, Contractor-provided, site is more (or less) than the estimated 3,000 cubic yards, hauled to the alternate, contractor-provided, site; then the debit or credit for the difference: \_\_\_\_\_ /cyd.

## SUMMARY FEE SCHEDULE "A" (Continued)

### Task 5: Windrow Knockdown and Leveling

Proposed Task 5 Cost in Lump-Sum Amount: \_\_\_\_\_

**TOTAL PROPOSED CONTRACT COST:** \_\_\_\_\_

- C. **Each Offeror shall indicate the availability and the magnitude of any discount related to expedited payment of any or all invoices.**

Expedited Payment Discount, if any (to be considered as part of this proposal):

1. i.e., if Net 20 days, then \_\_\_\_\_ % discount
2. i.e., if Net 15 days, then \_\_\_\_\_ % discount
3. i.e., if Net 15 days, then \_\_\_\_\_ % discount

**Warrants:** On behalf of the afore identified "Contractor" company, the undersigned warrants that the Company has the equipment and manpower necessary to successfully complete the described work within the time frame specified within the "Request for Proposal" and that the Company will be ready and able to begin working under such contract within 5 days of receiving notice, either written or verbal. The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in it's best interests.

- D. **PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE AGENCY WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO SUPPLY SERVICES AS SPECIFIED IN STRICT ACCORDANCE WITH THE REQUEST FOR PROPOSAL SPECIFICATIONS.

_____ Signature	_____ Printed Company Name
_____ Printed Name	_____ Date
_____ Title	

## OFFEROR IDENTIFICATION

1. Legal Name of Offeror: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Offeror's e-mail address: \_\_\_\_\_
7. Type of Business:  
 Sole Proprietor    Partnership    Corporation  
Other: \_\_\_\_\_
- If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the City where the Offeror's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. **Federal Tax Identification Number:** \_\_\_\_\_
10. **California Contractor's (License) Number:** \_\_\_\_\_
11. **California DIR (Registration) Number:** \_\_\_\_\_
12. Offeror's (Project Manager) Contact: \_\_\_\_\_
13. Offeror's PM Contact Telephone Number: \_\_\_\_\_
14. Offeror's PM E-mail contact information: \_\_\_\_\_





# WORKERS' COMPENSATION CERTIFICATE

The Offeror shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

**(This space intentionally left blank.)**

# NON-COLLUSION AFFIDAVIT

State of California )  
 ) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes, and says that he or she is

\_\_\_\_\_ (title), of \_\_\_\_\_ ("Offeror") the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly, or indirectly, solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Offeror, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of \_\_\_\_\_ (hereinafter called Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Contractor's employees. For the privilege of storing/leaving any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities, Contractor agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Contractor's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Contractor is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Contractor, and of my own free will.

By: \_\_\_\_\_  
Representative's signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Approved: \_\_\_\_\_  
(Agency GWR Department Coordinator's signature)

## EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other content provided in this "Request for Proposal," please list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** *(Make additional copies of this form as necessary)*

If no exception(s) are determined or taken, enter "**NONE**" (to the right of the Section Title) for the first item, below.

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency," has, on \_\_\_\_\_, awarded to \_\_\_\_\_, hereinafter designated as the "Principal," the Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Agency the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Owner and Engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Owner from loss of damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

**(This space intentionally left blank.)**

**SECOND PAGE OF PERFORMANCE BOND**

Bond Number \_\_\_\_\_

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

**(This space intentionally left blank.)**

**THIRD PAGE OF PERFORMANCE BOND**

Bond Number \_\_\_\_\_

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT  
OF SURETY BELOW**

**(This space intentionally left blank.)**



**PAYMENT BOND**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Owner", has, on \_\_\_\_\_, 20 \_\_\_\_\_,

awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Owner the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Owner as shall be fixed by the court.

This bond shall inure to the benefit of Owner and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

**(This space intentionally left blank.)**

**SECOND PAGE OF PAYMENT BOND**

Bond Number \_\_\_\_\_

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

**(This space intentionally left blank.)**

**THIRD PAGE OF PAYMENT BOND**

Bond Number \_\_\_\_\_

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF SURETY BELOW**

**(This space intentionally left blank.)**

Bond Number \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as  
Principal

and \_\_\_\_\_, as  
Surety

are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of \_\_\_\_\_ dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal (print name)

By: \_\_\_\_\_  
Signature

(Corporate Seal)

**SECOND PAGE OF BID BOND**

Bond Number \_\_\_\_\_

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety agent (print name)

By \_\_\_\_\_  
Signature

(Surety Seal)

Surety address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

## SECTION 4 - TECHNICAL SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

#### Scope of Work

##### **Objective**

Restore the infiltration rate of the Brooks Basin from its current rate (less than 0.1 feet per day) to its historic rate of over 1 ft/day.

##### **Description of Work**

Please reference the attached photos of Brooks Basin, nearly empty of water, at the end of this document. The Brooks Basin has been used to capture and recharge storm water, local runoff, recycled water, and imported water since approximately 2005.

Periodic cleaning of accumulated silt, debris, and biomass along the basin sidewalls and basin floor is required to restore the infiltration rate of the basin. In 2015/16 the basin sidewalls were cleared of silt by blading the sidewalls with a tracked vehicle and pushing the silt into the bottom of the basin. The work described herein is to remove accumulated silt material along the basin side slopes, basin floor, and from between the berms (on the basin's floor) to restore the basin's infiltration rate (objective, above). For the purposes of this specification "silt material" includes clay, silt, debris, vegetation, organic material, sand, and gravel which has been deposited by captured floodwater, as well as wind-deposited material. The silt material will be "cut" or skimmed from the basin floor, the basin's side-slopes, as well as from the side-slopes of the internal berms. The term "cobble" includes any rocks and broken concrete pieces that are larger than 6-inches in diameter which are brought to the surface by silt removal activities. "Debris" includes any trash, wood, leaves, rubber, plastic, metal, etc. that is deemed unacceptable as fill material by the contractor.

The actual amount of silt and debris material to be removed from Brooks Basin is unknown. Some of the silt material will be used, on-site, to repair any damage to the internal perimeter road and to extend truck ramps. After the on-site earthwork material needs have been met, a limit of 12,000 cubic yards of the silt material (removed from the Basin) will be delivered to College Heights East Basin (nearby, owned by Chino Basin Water Conservation District). College Heights East Basin is located at 2300 W. Arrow Route, Upland, CA, 91786, approximately 3.5 miles north of Brooks Basin (reference map attached). All silt material removed from Brooks Basin in-excess of the capacity of the College Heights site, will become the property of the Contractor and shall be hauled off to an approved location of the Contractor's choice. The Contractor's bid should account for at least 3,000 cubic yards of contingency for the hauling, disposal, and/or re-use at a location of the contractor's choice. The estimated amount of silt and debris is not a guarantee and the actual amount may be more or less than the estimated total of 15,000 cubic yards.

As silt material is bladed down the side slopes or removed from the Basin floor, the contractor shall stockpile it (prior to loading) in an area, within the Basin, approved by the Project Manager. All stockpiled silt material shall be loaded and removed from the site prior to the Contractor's final payment. All silt material removed from the site shall be accounted for via the use of trucking tickets and further documented with digital photos showing the date and time (imprints) of each truck leaving the Basin.

The trucking tickets (+photos) shall be submitted to the Project Manager via email at the end of each day during which silt material is removed from the site. Alternately, the digital photographs may be provided on a CD or Flash Drive. The tickets themselves shall note: (1) the date, (2) time that each truck leaves the site carrying silt material, and (3) have the destination (College Heights Basin or "other") noted either on the hard copies or in the "body/subject line" of the email submittal. Failure to provide daily accounts of hauling activities completed may result in suspension of hauling activities until the specified documentation is provided.

The contractor must complete all tasks by October 1, 2018. The contractor must conduct all work contracted with the Agency simultaneously, unless otherwise agreed to in writing with the Agency Project Manager(s). Failure to meet the requirements of this scope may result in the termination of this and/or other contracts the Contractor has entered into with IEUA.

All work shall include mobilization and demobilization, permit and disposal fees, traffic control, de-watering, application of water for dust alleviation, and utilization of BMP's necessary to comply with various environmental and clean water act requirements.

All work shall be completed in accordance with this Specification and the Contract therefore.

THE GENERAL PROCEDURE FOR BROOKS BASIN INFILTRATION RESTORATION SHALL INCLUDE:

#### **Task 1 – Mobilization and Demobilization**

This task comprises the mobilization and demobilization of all personnel, equipment, and materials necessary to conduct the scope of work described herein. It shall specifically include the mobilization and demobilization of any dozers, skip loaders, mini excavators, trucks, or any other equipment needed for the earthwork required.

**Anticipated Work Stages** – The earthwork will start with the contractor addressing the silt material on the side-slopes (above the internal perimeter road) of the entire Basin. The silt material will either be "back-dragged" or pushed down to the internal perimeter road.

### **Anticipated Work Stages (continued)**

If the perimeter road requires any repair, some of the gathered silt material will be used to repair the perimeter road. No native soil (coarse material, sand, or gravel) shall be used to repair the perimeter road. The repaired perimeter road will be improved to the extent that the contractor can easily move equipment and trucks from one end of the basin to the other. Any remaining silt material will be moved to the silt material stockpile (in preparation to hauling it out of the Brooks Basin to the College Heights Basin).

Following the completion of the improvements to the perimeter road, the Contractor will undertake the transport of silt material to the stockpile. The first material to be moved to the stockpile will be any remaining silt that was skimmed from the upper side-slopes. Second, as the water level subsides, silt material piles (from prior cleanings) may present. As much of the legacy material should be transported to the stockpile as is possible. When the Contractor and the Agency's Project Manager agree that the transport work is complete, the Contractor will be "released" to begin the work in the East Cell of the Basin.

Work in the East Cell will begin with the collection of silt material from the basin floor, the side-slopes below the perimeter road, and the side-slopes of the berms (previously constructed on the floor of the Basin). Contractor will take care and make every effort to blade or skim only the silt material from the sides (and tops) of the berms. The berms were carved from native soil, and the native soil in the Basin should be conserved. All of the collected silt material will be moved to a developing stockpile for volume (cubic yards) estimation. Once the volume of silt material has been estimated, hauling to the College Heights site can begin. The actual volume of silt material delivered to the College Heights site will be determined by summing the number of truckloads delivered, counted, photographed, and tallied daily.

Once all of the silt material has been removed from the East Cell, as approved by the Project Manager, the Contractor will be "released" to level the berms in the East Cell. The contractor will create a smooth basin floor with grading to the southwest corner.

Following completion of the earthwork in the East Cell, the focus of activity will be shifted to the Center Cell. Again, all of the silt material will be collected from the Center Cell side-slopes (below the perimeter road), from the sides (and tops) of the berms, and the Basin floor. The collected silt material will be made part of a silt material stockpile. Once the volume of the Center Cell stockpile has been estimated, hauling to College Height Basin will ensue. When the silt material from the Center Cell has been removed, the Contractor will be "released" to level the berms in the Center Cell.

At this point, the capacity limit at College Heights (12,000 cubic yards) may become a factor.

- If the estimated 12,000 cubic yard threshold, for allowed deliveries, has not been reached, then the contractor will be released to start work in the West Cell.



- If the 12,000 cubic yards threshold has been met, and the Chino Basin Water Conservation (CBWCD) Staff will accept additional silt material, then the Contractor will be released to start work in the West Cell; and proceed until the revised threshold has been met.
- If the 12,000 cubic yards threshold has been met, and CBWCD staff will not allow additional material to be transported to College Height Basin, then the Contractor will begin hauling excess silt material to an approved alternate site. The Project Manager may need to curtail West Cell services because of limited available budgeted funding; at which point the remaining stockpile(s) will be consolidated at a single location in the Basin and left on-site.

### **Task 2 – Side-Slope Restoration**

This task comprises the removal of accumulated silt from the Basin's side walls, above the perimeter road, followed by track-walking the cleaned surface.

The side-slopes of the Basin shall be scraped of silt and debris down to the perimeter road. The thickness of silt layer will be variable/irregular and shall be field verified after the Basin has been dewatered. The amount of silt (thickness of the silt layer) material to be removed shall be sufficiently deep or shallow to just encounter non-silt (native soil) material and will be field verified by the IEUA Project Manager. The silt material accumulated from the side-slope cleaning may be used to improve the perimeter road or will be added to the volume of the silt material stockpile, produced during Task 4. A careful approach to the collection of silt material from the side-slopes may result in a track-walked surface, avoiding a second "trip" (and potential compaction) associated with a separate final track-walking step.

"Track-walking" is the term used to describe the treatment of the Basin's side-slopes that provides a scarified or broken up surface while minimizing the weight — and consequent compaction — applied to the surface. The purposes of track-walking are (1) to disturb the top 2-4 inches of the soil that, over time, may accumulate a calcified/sealed condition, (2) create a smoothed, yet textured surface that is both attractive and resistant to erosion, and (3) avoids compaction of the underlying native soil.

### **Task 3 – Perimeter Road and Access Ramp Restoration**

Restoration of the perimeter road surface, to prepare it for the transport of silt material, may be needed. The Brooks Basin perimeter road (approximately 3,000 LF) is located approximately 10 feet above the Basin floor. The condition of the perimeter road may be improved, by the Contractor, by using the silt material skimmed from the side-slopes above the perimeter road. The contractor should anticipate the road being eroded or uneven at various locations. The contractor will rebuild, shape, and compact the internal perimeter road to a condition that will support safe travel for dump trucks and other heavy equipment needed to conduct the scope of this project.

Once the perimeter roadway has been improved, the remaining silt material will be transported to the silt material stockpile. The Contractor and the IEUA Project Manager will then agree that the Contractor can be released to begin the earthwork within the "East Cell" of the (three areas) Basin; the east cell, the center cell, and the west cell.

#### **Task 4 – Basin Floor and Berm Cleaning**

The Brooks Basin floor has been divided into three cells which may allow for sections to be separately isolated, pumped, and dried out for cleaning. Assistance from the contractor may be required to repair breached cell dividing berms to allow IEUA to isolate and perform dewatering/drying for the Basin's floor. Collecting the silt material is comprised of the removal of accumulated silt layer (and any debris) from the Basin floor and the berms. The amount of accumulated silt and debris on the basin floor is unknown. Previous basin cleaning activities did not include the removal of accumulated silt from the Basin floor. During the dewatering and drying out process of each cell, the contractor will remove any accumulated silt and debris by use of the perimeter road. Once each cell has dried enough for heavy equipment to drive on, the Contractor will drive into the Basin floor and remove the accumulated silt between the berms, as well as the silt deposited on the tops and side-slopes of the berms. The task of scraping the berms may require a variable pitch dozer blade or similar equipment. The silt material will be transported to the silt material stockpile.

#### **Task 5 – Berm Knockdown and Leveling**

After the silt material and any debris has been completely removed from each cell of the Basin, the contractor will be released (as approved by the IEUA Project Manager) to knock down and level the berms to make the entire Basin floor a single graded surface. Contractor will ensure that the Basin floor is "finished" with a smooth surface and a gradual slope to a low point at the southwest corner of the Basin, as approved by the IEUA Project Manager.

**Project Location:** Brooks Basin is located at 200 Silicon Ave, south of Holt Ave. in the City of Montclair.

**Work During Nesting Season:** The California Department of Fish and Wildlife has identified the bird nesting season to fall between March 15 and September 15 of each year.

As such, the work outlined in this contract will take place during the designated bird nesting season and special requirements must be adhered to if a nest and/or eggs are discovered within the Basin. If an active nest is discovered, the Contractor shall notify IEUA immediately. Basin work may commence but shall avoid the nest site with a buffer of at least 200 feet. Contractor will be responsible for returning to site and completing the Scope of Work within the Basin (associated with the designated nesting area) after September 15.

**Bidder's Examination of Sites:** Each bidder shall examine carefully the site for the proposed maintenance work. It will be assumed that the bidder has evaluated and is satisfied as to the conditions to be encountered, and as to the character, quality, areas, and quantity of materials to be furnished, placed, graded, filled, rip rapped, shaped, excavated, compacted, and smoothed, and as to the requirements of the contract, this Scope of Work, that are a part hereof.

**Insurance:** The Contractor shall not commence work under this Specification and the contract until he has secured all insurance required hereunder, nor shall he allow any sub-contractors to commence work on his subcontract until all similar insurance required of the sub-contractors have been obtained. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers, satisfactory to and first approved by the Agency in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the Agency prior to the commencement of work. Further, not only will the Contractor's insurance "name" the Agency as an "additional insured," it will also "name" Chino Basin Water Conservation District (CBWCD) as additionally insured. The Contractor shall also hold harmless CBWCD from any and all claims, loss or damage, including, without limiting the generality of foregoing, legal fees and disbursements made or incurred by the Contractor to enforce the provisions of this paragraph, occasioned wholly or in part by any negligent act or omissions of the Contractor or that of anyone directly or indirectly employed by the Contractor, or performing the work of the Contractor under the direction of the contract or anyone for whose acts any of them may liable in carrying out the provisions of the general contract.

**Workmanship:** All work performed under this Specification shall be subject to inspection by the Agency. The Contractor shall be held strictly to the true intent of this "Specification" in regard to the quality of workmanship and diligent execution of the contract. Areas where the work is determined to be unsatisfactory, to the Agency, will be re-ripped, re-graded, and smoothed again; without additional compensation. The entire cost for re-working shall be borne by the Contractor.

**Permits and Licenses:** Unless otherwise specified, the Contractor and his sub-contractors shall procure all permits and licenses prior to the start of work, including business licenses to do business in the municipalities and counties where the work is to be performed. The Contractor shall acquire any permits required by the Cities to haul silt and debris material to disposal sites. The Contractor shall also pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work. No additional permits are required from this entity.

**Contractor Registration Requirements:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractors can go to: <http://www.dir.ca.gov/DAS/DASForm140.pdf> to obtain a DAS-140 form.

Contractors can go to: <http://www.dir.ca.gov/das/DASForm142.pdf> to obtain a DAS142 form.

**Construction and Equipment Protection, Diversion, and Control of Water:** It shall be the responsibility of the Contractor to protect the work areas against the intrusion of water, including urban runoff, groundwater, mud, and other deleterious matter. It is anticipated that urban runoff will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage thereto if not properly controlled by the Contractor and the Contractor acknowledges that his Proposals were prepared accordingly.

The Contractor, by submitting a proposal, assumes all of said risk. Further, in order to minimize the potential for damage to equipment, the Contractor is directed to refrain from either storing equipment or leaving it idle for extended periods on the floor of the Basin. The Agency assumes no liability whatsoever to Contractor for damage to his equipment for any reason, including but not limited to, damage due to storm water, urban run-off, and vandalism.

**Traffic Control:** The costs for the work to be performed and completed by the Contractor shall include the costs associated with furnishing Traffic Control, including but not limited to preparing and planning, securing permits, and furnishing labor, materials, tools, equipment, and incidentals related thereto, and for doing all work to provide, maintain, and remove a traffic control system as shown in the Manual of Traffic Controls for Construction and Maintenance Work Zones.

**Dust Control:** This work shall consist of applying water for the alleviation or prevention of dust nuisance. The Contractor shall make his own arrangements for water to be used on this maintenance project.

**Contractor Operations:** If the Contractor stops work for any period of time greater than two (2) working days for any reason other than inclement weather (Severe Rain Storms) or federal holiday, he must notify the Agency immediately and the areas of the Basin affected by the work stoppage will be cleaned, finished, graded smooth, and free from irregular grade changes unless approved by the Agency. The Contractor shall notify the Agency when he restarts the work.

**Maintenance of Existing Works:** The Contractor shall exercise due care to protect Existing Basin structures and other works from the effects of unwanted water and intentional and/or errant equipment operations. The Contractor shall be responsible for maintenance of all Basin improvements and Habitat during the life of this project. Such maintenance shall include, but not be limited to, dust control, repairs to existing structures, and maintenance of access roads and levees, and the replacement of fence and pipe sections that may be damaged by the Contractor. Before final acceptance of the work, all access roads utilized by Contractor during the prosecution of work under this maintenance project shall be cleaned, graded, and left in a good working condition.

**Basin Dewatering:** Much of the work to be performed is located within the bottom of an existing storm water detention Basin. The majority of standing water in the basin will be dewatered by Agency staff however the Contractor may encounter soggy soils and/or trapped groundwater. The Contractor is advised to make his own determination relative to the ability of the floor material to support equipment loading before entering the Basin. Basin dewatering may be by mechanical means, such as but not limited to pumping, or by structural means, such as but not limited to, earthen berms or other type of protective devices, or a combination of both.

It will be the responsibility of the Contractor to determine the pump size, number of pumps and the duration of pumping necessary to remove and keep water from the work areas for a period long enough to provide for the proper performance of the work.

**Typical Contract Provisions:** Among its other requirements the Agency's Typical Contract for the performance of Construction type work of the nature and scope contained in this "Request for Proposal" contains provisions pertaining to "Insurance types (General Liability, Automobile, Worker's Compensation, & Employers Liability) and minimum amounts, deductibles, verification, and various other insurance provisions." Additionally, and not withstanding its other unnamed provisions, the Typical Contract also contains provisions pertaining to "Legal Relations & Responsibilities (Ca Labor Code Sections 1810 to 1817, Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker's Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages." All Contractors intending to submit proposals to perform the

work described under this Specification shall fully inform themselves of the provisions of the Agency's Typical Contract for the performance of Maintenance type work before making their proposals so that there will be no delays in executing a contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Contracts and Facilities Services, 909-993-1709.

**Measurement for Payment:** The quantity of silt material removed and disposed of, by the Contractor, shall be measured on the basis of "truck loads" (dual trailers at 14 cubic-yards combined capacity and/or 10 cubic-yard truck loads) as they leave the Basin site. The Contractor shall provide the personnel and equipment necessary to tabulate and confirm the number and types of truck loads.

**Waiver/Release of Liability:** Prior to beginning work on this Maintenance Project, the Contractor will be required to execute the Agency's "Waiver/Release of Liability" form that identifies the dangers and risks associated with the storage of materials and equipment at the Agency's facilities and which places the responsibility therefore solely upon the Contractor.

*In the interest of saving time, it is requested, but not required, that the Contractor submit an executed "Waiver/Release of Liability" form along with his Proposal.*

**Award and Execution of Contract:** The contract, if awarded, will be awarded to a responsible Contractor whose proposal complies with the requirements of this Specification. Within 5 calendar days of notice (either written or verbal) from the Agency Representative, the Contractor shall execute an Agreement with the Agency. It is intended that the work of this maintenance project will commence and be completed during August 2018.

**Agency's Rights Reserved:** The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interests. Further, the Agency reserves the right to reject any or all proposals, to waive any irregularity in a proposal and to make awards as the interests of the Agency may require.

**Form for Contractor's Proposal:** Offerors shall fully complete the "Contractor's Proposal Form" and return it within the specified window of time. All proposed fees will be stated as NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to the Inland Empire Utilities Agency for the contracted and fully executed work. The NET-PRICE shall include all proposed costs associated with all materials, labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidental and any/all other related costs necessary to supply the services required. The proposal shall be provided in the form that follows, with all exceptions and clarifications pertaining to the proposal clearly stated.



## SECTION 5 – SAMPLE CONTRACT

**Typical Contract Provisions:** Among it's other requirements, the Agency's Typical Contract for the performance of the residential inspection, evaluation, and potential installation work of the nature and scope within this "Request for Proposal" contains provisions pertaining to: "Insurance types (General Liability, Automobile, Worker's Compensation, & Employers Liability) and minimum amounts, deductibles, verification, and various other insurance provisions."

Additionally, and notwithstanding it's other unnamed provisions, the Typical Contract also contains provisions pertaining to "Legal Relations & Responsibilities (CA Labor Code Sections 1810 to 1817, Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker's Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages."

All Contractors intending to submit proposals to perform the work described under this Request for Proposal specification shall fully inform themselves of the provisions of the Agency's Typical Contract for the performance of such inspection and maintenance services work before making their proposals; so that there will be no delays in executing an awarded contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Contracts and Facilities Services, 909-993-1709.

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***Inland Empire Utilities Agency***  
**A MUNICIPAL WATER DISTRICT**

**CONTRACT NUMBER: 46000XXXX**  
**FOR**  
**PROJECT DESCRIPTION/TITLE**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, xxxx, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and (NAME), Inc. of (CITY), California (hereinafter referred to as "Contractor") for contractor's services related to

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: \_\_\_\_\_  
Address: Inland Empire Utilities Agency  
6075 Kimball Avenue, Bldg. ( )  
Chino, California 91708  
Telephone: (909) 993-\_\_\_\_\_  
Facsimile: (909) 993-198\_\_\_\_\_  
Email: \_\_\_\_\_

2. CONTRACTOR ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor:  
Address:  
Telephone:  
Facsimile:  
Email:

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 460000XXXX.
  - B. Contract Number 460000XXXX General Terms and Conditions.
  - C. Agency's Request for Proposal (RFP) ( ) dated ( ).
  - D. Contractor's Proposal dated ( ).

4. SCOPE OF WORK AND SERVICES: Contractor services shall be in accordance with Contractor's proposal dated ( ), which is attached hereto as Exhibit A, incorporated herein and made a part hereof. (List of task can be added herein).

DELIVERABLE:

Contractor shall deliver to the Agency's Project Manager..... by (DATE).

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on ( DATE ), unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Contractor's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Invoices shall include **Contract Number** ( ).

Mail one original invoice to the Agency's Accounts Payable Department, with a copy to the Project Manager. To expedite payment, invoices may be sent electronically to IEUA's Accounts Payable at [agroup@ieua.org](mailto:agroup@ieua.org). with a copy to the Project Manager.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment. In compensation for the work completed under this contract, Contractor shall be paid a maximum NTE amount of (\$) for all services and expenses.

7. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the work schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the work schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.

8. FITNESS FOR DUTY:

A. Fitness: Contractor and its SubContractor personnel on the Jobsite:

1. shall report for work in a manner fit to do their job;
2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.

C. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its SubContractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Authority, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, volunteers, property owners or engineers under contract with the Authority shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Authority a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Authority by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority pursuant to Section 14 of this Contract.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all sub-Contractors, working on the project, prior to commencing work or allowing any sub-Contractor to commence work under any sub-contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency  
Attn: Angela Witte  
P.O. Box 9020  
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Contractor shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, including prevailing wage and shall to the extent of Contractor's negligence, indemnify, but not defend, as required herein, the Agency, its officers, employees against any liability for damages to the extent caused by the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Grant/Loan Funded Projects: This is a not a grant funded project. For grant/loan-funded projects, the Contractor shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Non-Conforming Work: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and the Contractor shall be resolved in accordance with the Dispute Section of this Contract.

I. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

11. INDEMNIFICATION: Contractor shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are actually caused by the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subContractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Contractor. If Agency reuses the materials and documents without Contractor's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.



13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, field or research equipment, subject to payment therefore, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
  - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
  - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
  - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

4. Notwithstanding anything to the contrary herein, Contractor's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses to the extent of Contractor's negligence for any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Contractor shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green  
Manager of Contracts and Procurement  
Inland Empire Utilities Agency  
6075 Kimball Avenue, Building A  
Chino, California 91708

Contractor: Name  
Title  
Company  
Address

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractors' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.

24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:**  
( \*A MUNICIPAL WATER DISTRICT )

**Company Name:**

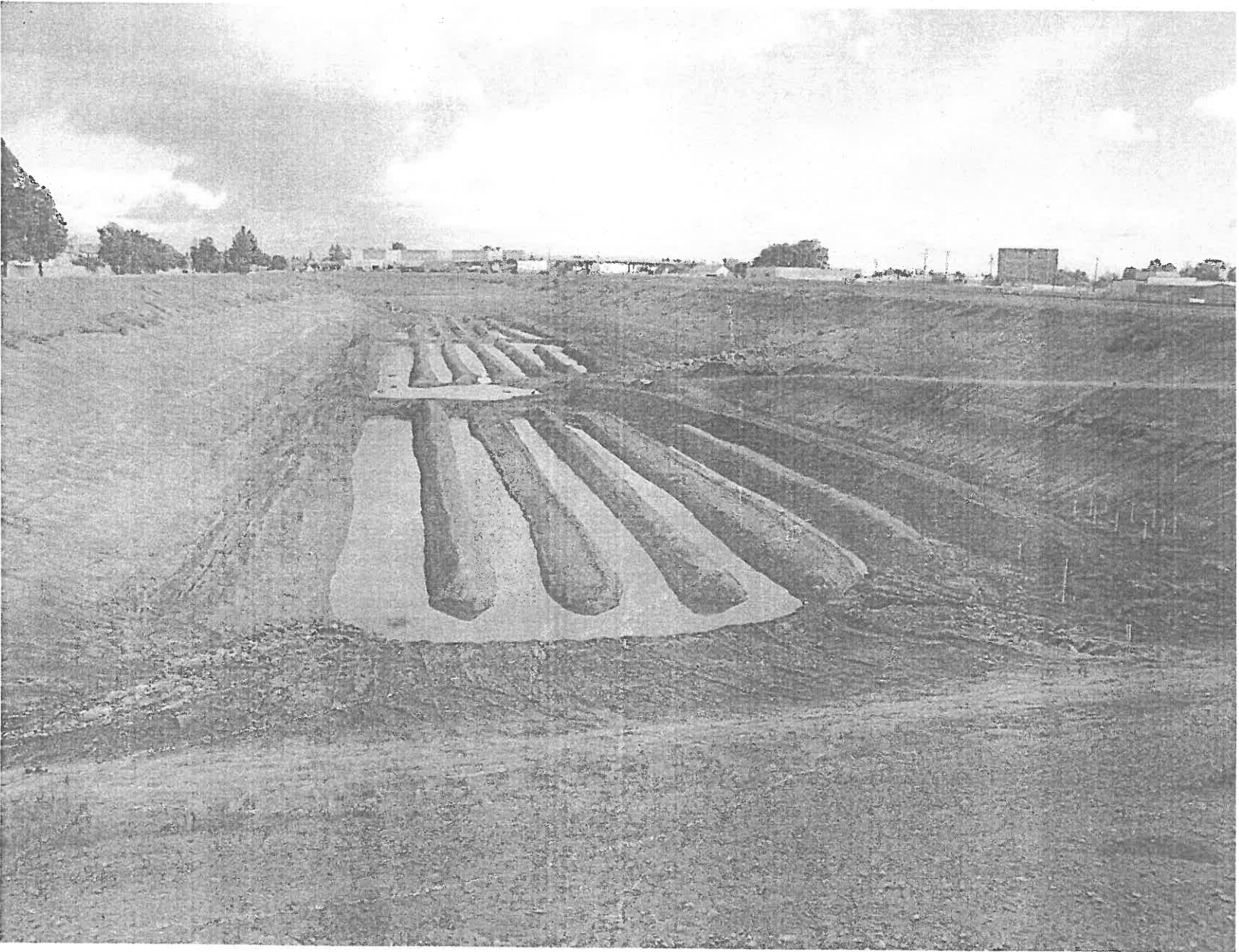
\_\_\_\_\_  
P. Joseph Grindstaff      (Date)  
General Manager

\_\_\_\_\_  
Signatory Name      (Date)  
Signatory Title

# ATTACHMENT A

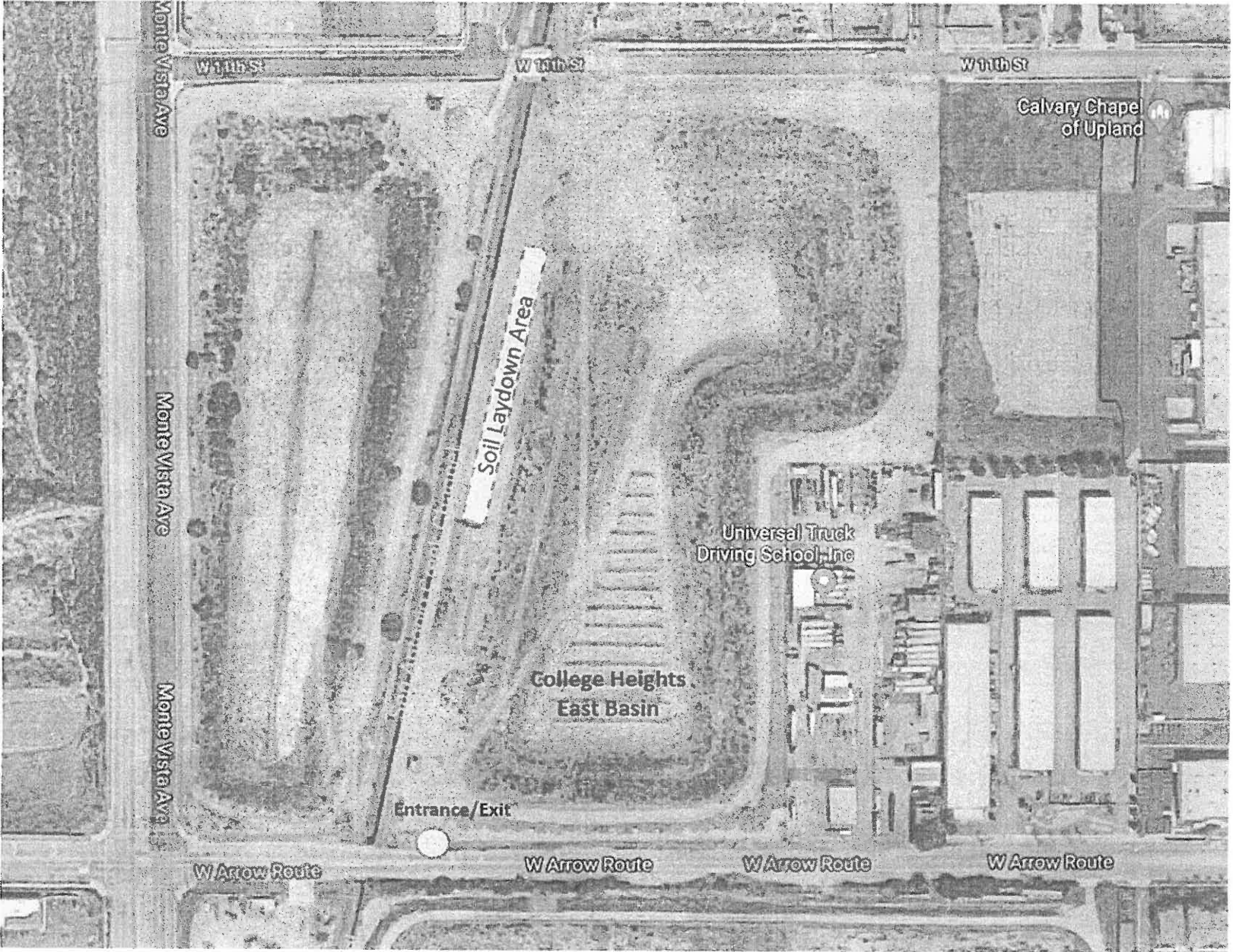






Brooks Basin Nearly Empty





Map of College Heights Basin East





01/07/2013 07:44





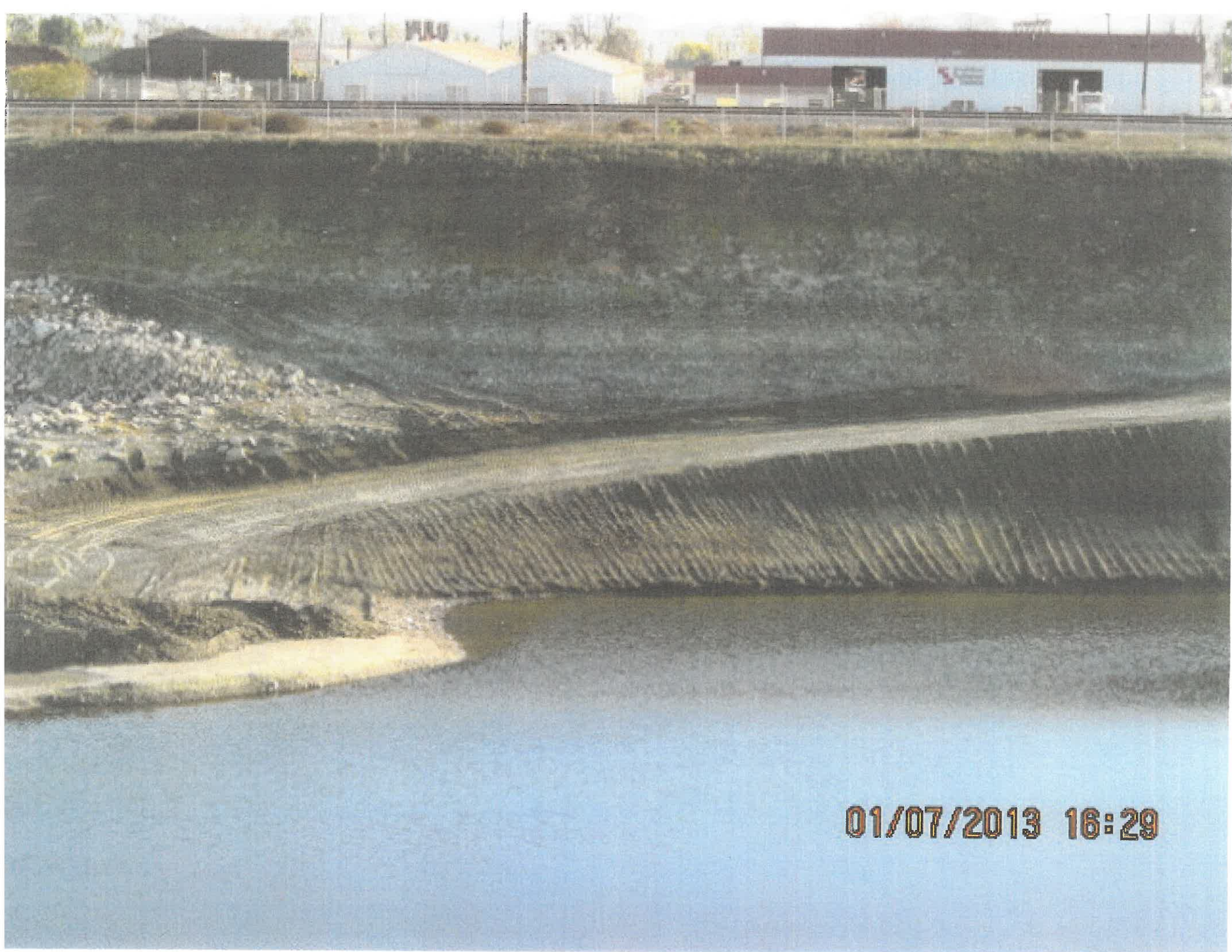
01/03/2013 11:29





01/03/2013 12:06





01/07/2013 16:29

# Exhibit B

**JCE**  
**EQUIPMENT, INC.**  
License # 879069

2064 Rita Court • Upland, CA 91784  
Office: (909) 957-8812 • Cell: (909) 921-6367  
Fax: (909) 266-0649 • jceequip@gmail.com

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August 6, 2018

JCE EQUIPMENT, INC

RFP-HD-18-012 REVISED

EARTHWORK SERVICES AT BROOKS BASIN

ATTN: HARLAN DELZER

Amount of Proposal \$246,920.00



Roger Hauptman  
JCE Equipment, Inc.

SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all skill level classifications, as well as any associated administrative (office) fees, if any. All proposed prices shall be stated in terms of a net price to the Agency.

A. **FEE INCLUSION STATEMENT:** Offerors shall fully complete this Summary Fee Schedule "A" and return it with their submitted proposal. All proposed prices shall include all labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. All proposed fees will be stated as a NET-PRICE, whereas the NET-PRICE shall represent the total and final cost, to the Agency, for providing the services listed. At any time, IEUA may require that these cost components be further broken out, itemized, and disclosed.

B. **PROPOSED FEE FOR CONTRACTOR'S SERVICES:**

**Task 1: Mobilization and Demobilization**

Proposed Task 1 Cost in Lump-Sum Amount: \$7,500.00

**Task 2: Side-Slope Restoration:**

Proposed Task 2 Cost, in Lump-Sum Amount: \$7,500.00

**Task 3: Perimeter Road and Access Ramp Restoration**

Proposed Task 3 Cost in Lump-Sum Amount: \$2,500.00

**Task 4: Basin Floor and Berm Cleaning**

Proposed Task 4 Cost, in Lump-Sum Amount, for collection of silt material and the transport of the initial 12,000 cubic yards, that will be delivered to College Heights.

Proposed Task 4 Cost, in Lump-Sum Amount: \$210,920.00

**Secondary Bid Item:** In the event that the volume of silt materials to be loaded, hauled, and disposed of from within the Brooks Basin is more (or less) than the initially estimated 12,000 cyds, the debit or credit for the difference: \$10.70 /cubic yard.

If the volume of silt material to be hauled to an alternate, Contractor-provided, site is a volume (up to) 3,000 cubic yards, then the lump sum price to load, haul, and dispose of the 3,000 cyds, at the alternate, Contractor-provided, site, shall be:

Proposed Alternate Site Lump Sum Amount: \$40,500.00

In the event that the volume of silt material taken the alternate, Contractor-provided, site is more (or less) than the estimated 3,000 cubic yards, hauled to the alternate, contractor-provided, site; then the debit or credit for the difference: \$12.70 /cyd.

### SUMMARY FEE SCHEDULE "A" (Continued)

**Task 5: Windrow Knockdown and Leveling**  
Proposed Task 5 Cost in Lump-Sum Amount: \$18,500.00

**TOTAL PROPOSED CONTRACT COST:** \$246,920.00


C. Each Offeror shall indicate the availability and the magnitude of any discount related to expedited payment of any or all invoices.

Expedited Payment Discount, if any (to be considered as part of this proposal):

- 1. i.e., if Net 20 days, then 0 % discount
- 2. i.e., if Net 15 days, then 0 % discount
- 3. i.e., if Net 15 days, then 0 % discount

**Warrants:** On behalf of the afore identified "Contractor" company, the undersigned warrants that the Company has the equipment and manpower necessary to successfully complete the described work within the time frame specified within the "Request for Proposal" and that the Company will be ready and able to begin working under such contract within 5 days of receiving notice, either written or verbal. The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in it's best interests.

D. **PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE AGENCY WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO SUPPLY SERVICES AS SPECIFIED IN STRICT ACCORDANCE WITH THE REQUEST FOR PROPOSAL SPECIFICATIONS.

  
Signature

Roger Hauptman  
Printed Name

President  
Title

ICE Equipment  
Printed Company Name

8-6-18  
Date



OFFEROR IDENTIFICATION

- 1. Legal Name of Offeror: JCE Equipment Inc.
- 2. Street Address: 2064 Rita Court Upland CA 91784
- 3. Mailing Address: 2064 Rita Court Upland CA 91784
- 4. Business Telephone: 909 921 6367
- 5. Facsimile Telephone: 909 266 0649
- 6. Offeror's e-mail address: jceequip@gmail.com
- 7. Type of Business:
  - Sole Proprietor
  - Partnership
  - Corporation
  - Other: \_\_\_\_\_
- If corporation, indicate State where incorporated: CA
- 8. Business License number issued by the City where the Offeror's principal place of business is located.
 

Number: 00919688 Issuing City: Upland
- 9. Federal Tax Identification Number: 26-0560229
- 10. California Contractor's (License) Number: 879069
- 11. California DIR (Registration) Number: 1000020869
- 12. Offeror's (Project Manager) Contact: Roger Hauptman
- 13. Offeror's PM Contact Telephone Number: 909 921 6367
- 14. Offeror's PM E-mail contact information: jceequip@gmail.com

### REFERENCES

Provide at least three (3) references for the "Project" for which you would like to be considered, where you or your firm provided similar services within the last five (5) years. (Please copy this form as many times as needed.)

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>

TYPE OF SERVICES PROVIDED (Note: Please attach a "typical" invoice, for the services provided.)

Selective Construction	Mark Hernandez		909 841 2866
Erickson Itail	Rick Osgood		760 445 3075
Ocean State	Rick Cardella		213 700 1985
IEUA	Itarlan Delzer		909 993 1707

### SUBCONTRACTOR(S)

List any sub-Contractors who performed services, on your firm's behalf, at the referenced project described above.

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
N/A			

DIR Registration Number (if applicable):

Business License Number: City:

Insurer:

Brief description of their services:

#5-RH

SELECTIVE CONSTRUCTION INC.

19486 Kendall Dr.  
Devore CA.92407  
PH 909 841-2866 FAX 909 899-8601

*Sample Invoice*

Invoice

Date	Invoice #
7/12/2017	1580

Bill To
JCE EQUIPMENT 2064 RITA CT. UPLAND, CA 91784

Pay #	Terms
	Net 30

Work Date	Description	Freight Bill #	Trk #	Qty	Rate	Amount
7/1/2014	YOUNGWOOD	111909		6	85.00	510.00
7/1/2017	YOUNGWOOD	1345487		5.5	85.00	467.50
7/1/2017	YOUNGWOOD	541583		5	85.00	425.00
7/1/2017	YOUNGWOOD	541118		5	85.00	425.00
7/1/2017	YOUNGWOOD	1345326		5	85.00	425.00
7/1/2017	YOUNGWOOD	541679		5.5	85.00	467.50
7/1/2017	YOUNGWOOD	541033		5.5	85.00	467.50
7/5/2017	YOUNGWOOD	677242		6	85.00	510.00
7/5/2017	YOUNGWOOD	679811		8.3	85.00	705.50
7/5/2017	YOUNGWOOD	680235		13.5	85.00	1,147.50
7/5/2017	YOUNGWOOD	678251		9	85.00	765.00
7/5/2017	YOUNGWOOD	706817		9	85.00	765.00
						7,080.50
					5.00%	354.03

<b>Total</b>	\$7,434.53
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$7,434.53

Sample Invoice

SUBCONTRACTORS APPLICATION FOR PAYMENT

SUBCONTRACTOR NAME: JCE Equipment, Inc  
 ADDRESS: 2064 Rita Court Upland CA 91784  
 PHONE: 909-9578812 FAX: 909-966-0649  
 PROJECT NAME: La Serna High School Athletic field 15301 Youngwood Dr. Whittier CA 90605  
 PAYMENT REQUEST NO. 2 CONTRACT/P.O. NO. 3716-12  
 PERIOD FROM 7/1/17 TO 7/31/17

STATEMENT OF CONTRACT BILLING:

1. Original Contract Amount	\$ <u>977,500.<sup>00</sup></u>
2. Approved/Completed Change Orders No. <u>02</u> to _____	\$ <u>2100.<sup>00</sup></u>
3. Adjusted Contract Amount (Add 1+2)	\$ <u>998,500.<sup>00</sup></u>
4. Value of Contract Work Completed to Date @ <u>58%</u>	\$ <u>571,405.<sup>00</sup></u>
5. Value of Change Orders # <u>02</u> to _____ Completed	\$ <u>2100.<sup>00</sup></u>
6. Total Current Value of Work Completed to Date (Add 4+5)	\$ <u>591,405.<sup>00</sup></u>
7. Less Amount Retained ( <u>10%</u> )	\$ <u>59,140.5</u>
8. Total Less Retainage (6 minus 7)	\$ <u>532,265.<sup>00</sup></u>
9. Less Previous Paid	\$ <u>0</u>
10. Amount Due This Request (8 minus 9)	\$ <u>532,265.<sup>00</sup></u>

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to-date, as shown above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and relating to the above referenced project.

JCE EQUIPMENT, INC  
 Subcontractor  
 By [Signature]  
 (Authorized Signature)  
 Title President  
 Date 7/25/17

COMPANY INVOICE MAY BE ATTACHED. HOWEVER, PAYMENT WILL BE MADE FROM THIS FORM.

PLEASE ATTACH ANY SUPPLIER LIEN RELEASES RECEIVED and MAIL TO:

ERICKSON-HALL CONSTRUCTION CO.  
 500 Corporate Drive  
 Escondido, CA 92029  
 (760)796-7700

#7-RH

**JCE**  
**EQUIPMENT, INC.**  
License # 879069

2064 Rita Court • Upland, CA 91784  
Office: (909) 957-8812 • Cell: (909) 921-6367  
Fax: (909) 266-0649 • jceequip@gmail.com

Ocean State Development, Inc.  
3034 West Main Street  
Alhambra, CA 91801

*Sample  
INVOICE*

**INVOICE #699**

**12/28/17**

**La Habra High School  
Auditorium**

**TOTAL**

OX and Grade pad

**\$25,000.00**

**TOTAL DUE THIS INVOICE**

**\$25,000.00**

**THANK YOU**

#8-RH

**JCE**  
**EQUIPMENT, INC.**  
License # 879069

2064 Rita Court • Upland, CA 91784  
Office: (909) 957-8812 • Cell: (909) 921-6367  
Fax: (909) 266-0649 • jceequip@gmail.com

Inland Empire Utilities Agency  
6075 Kimbal Ave. Building B  
Chino, CA 91708

*Sample Invoice*

**INVOICE #577**

**12/29/15**

**Contract #4600002010**  
**PO#4500023875**

Brooks Basin

		TOTAL
1. Mobilization-Dozer, Skip loader, Mini Excavator	\$2000 LS	\$2,000.00
2. Push silt material into bottom of basin Track walk slopes to high water line	\$12,900 LS	\$12,900.00
3. Stock pile and haul 8.5 loads using bottom dumps at 14 yards per truck load which equate to over 100 square yards	\$1,525 Per Load	\$15,250.00

**TOTAL DUE THIS INVOICE**

**\$30,150.00**

**THANK YOU**

# WORKERS' COMPENSATION CERTIFICATE

The Offeror shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

RJA  
Signature

JCE Equipment  
Company Name

Roger Hauptman  
Printed Name

879069  
Business License Number

President  
Title

8-6-18  
Date

(This space intentionally left blank.)



NON-COLLUSION AFFIDAVIT

State of California )  
 ) ss.

County of San Bernadino )

Roger Hauptman, being first duly sworn, deposes, and says that he or she is

President (title), of JCE Equipment Inc. ("Offeror") the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly, or indirectly, solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Offeror, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

[Signature]  
Signature

JCE Equipment Inc.  
Company Name

Roger Hauptman  
Printed Name

879069  
Business License Number

President  
Title

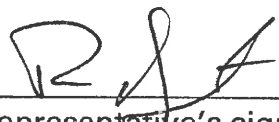
8-6-18  
Date

# WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of JCE Equipment Inc. (hereinafter called Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Contractor's employees. For the privilege of storing/leaving any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities, Contractor agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Contractor's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Contractor is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Contractor, and of my own free will.

By:   
Representative's signature

Roger Hauptman  
Print Name

8-6-18  
Date

President  
Title

Approved: \_\_\_\_\_  
(Agency GWR Department Coordinator's signature)

### EXCEPTION FORM

Should your firm take exception to ANY of the terms and conditions or other content provided in this "Request for Proposal," please list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** *(Make additional copies of this form as necessary)*

If no exception(s) are determined or taken, enter "**NONE**" (to the right of the Section Title) for the first item, below.

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_ None

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#13-RH

Bond Number N/A

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That JCE Equipment, Inc., as  
Principal

and RLI Insurance Company, Inc., as  
Surety

are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of **Ten Percent Amount of Bid (10%)** dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

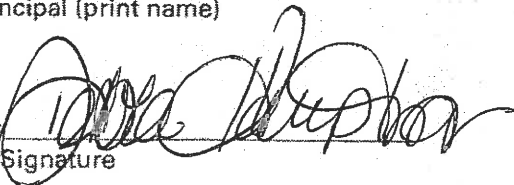
WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this 6th day of August, 2018

JCE Equipment, Inc.

Principal (print name)

By:   
Signature

(Corporate Seal)



#15-KA

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy C. Baker, Karen A. Eby, Kyle T. Baker, jointly or severally

in the City of Murrieta, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of November, 2017.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 9th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of August, 2018.

By: Gretchen L. Johnnig  
Gretchen L. Johnnig Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 4th August 2018 before me, K.A. Eby, Notary Public  
(Here insert name and title of the officer)

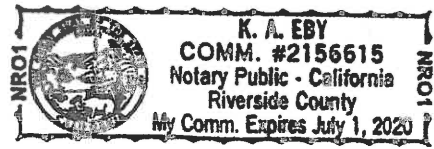
personally appeared Timothy C. Baker,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ he executed the same in ~~his/her/their~~ his authorized capacity(ies), and that by ~~his/her/their~~ his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.



**ACTION  
ITEM  
1F**

**Date:** September 19, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HR  
09/12/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** West Valley Water District Imported Water Agreement

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**Executive Summary:**

On May 24, 2018, West Valley Water District (WVWD) was forced to take District Well No. 54 out of service for service and modifications. This was a main source of supply to the eastern part of the City of Fontana. WVWD is requesting assistance from the Inland Empire Utilities Agency (IEUA) in arranging and supplying State Project Water (SPW) for the period covering July 1, 2018 through December 31, 2020. This water will be used to service the District's service area in the eastern part of the City of Fontana that overlaps IEUA jurisdiction.

San Bernardino Valley Municipal Water District (SBVMWD) has an existing connection that can be used to deliver imported SWP supplies from Metropolitan Water District of Southern California (MWD) to a portion of WVWD's service area that overlaps with IEUA's service area. IEUA has been working collaboratively with staff at WVWD, SBVMWD and MWD to facilitate an agreement with all concerned parties, with an estimated annual delivery of up to 500 acre feet per calendar year.

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**Staff's Recommendation:**

Authorize the General Manager to execute the contract subject to non-substantive changes.

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**Budget Impact** *Budgeted (Y/N):* N *Amendment (Y/N):* N *Amount for Requested Approval:*

*Account/Project Name:*

**Fiscal Impact** *(explain if not budgeted):*

No impact. MWD will bill IEUA, and WVWD will reimburse IEUA for all payments made per the agreement.

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**Prior Board Action:**

None.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The agreement supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

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**Attachments:**

Attachment 1 - Letter from West Valley Water District  
Attachment 2 - Agreement

**BOARD OF DIRECTORS**

**Dr. Clifford O. Young, Sr.**  
*President, Board of Directors*  
**Gregory Young**  
*Vice President, Board of Directors*  
**Dr. Michael Taylor**  
*Director*  
**Kyle Crowther**  
*Director*  
**Donald Olinger**  
*Director*



**ESTABLISHED AS A PUBLIC AGENCY IN 1952**  
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,  
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT  
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE  
WATER-USE EFFICIENCY AND CONSERVATION.

**ADMINISTRATIVE STAFF**

**Robert Christman**  
*Interim General Manager*  
**Greg Gage**  
*Assistant General Manager*  
**Deborah L. Martinez**  
*Interim Human Resources  
and Risk Manager*  
**Crystal L. Escalera**  
*Interim Board Secretary*  
**Patricia Romero**  
*Assistant Board Secretary*

June 7, 2018

Ms. Halla Razak  
General Manager  
Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

**Subject: Request for State Water Project Water**

Dear Ms. Razak,

This letter is to request your assistance to arrange and supply State Project Water (SPW) for the period covering July 1, 2018 thru December 31, 2020 for an annual amount not to exceed four hundred (400) acre feet (AF) to West Valley Water District (District) through a San Bernardino Valley Municipal Water District (Valley District) turnout. This water will be used to service the District's service area in the eastern part of the City of Fontana that overlaps Inland Empire Utilities Agency (IEUA) jurisdiction. These parcels are outside Valley District's boundary. Enclosed is the map of parcels that need State Project Water supply from IEUA thru a Valley District turnout.

District Well No. 54 located at 5101 Coyote Canyon Road in Fontana, and is the main source of supply to the eastern part of the City of Fontana. With below-average precipitation and runoff, this well has started to exceed its safe yield and to lose suction intermittently, along with entrained air and pressure issues. The District was forced to take the well out of service on May 24, 2018 for service and modifications. Once Lytle Creek surface flows stop in the warmer months, the District will not have enough water supply to meet the demand for these parcels. Below is the anticipated 2018 SPW water projection.

2018					
July	August	September	October	November	December
65 AF	65 AF	65 AF	60 AF	60 AF	35 AF

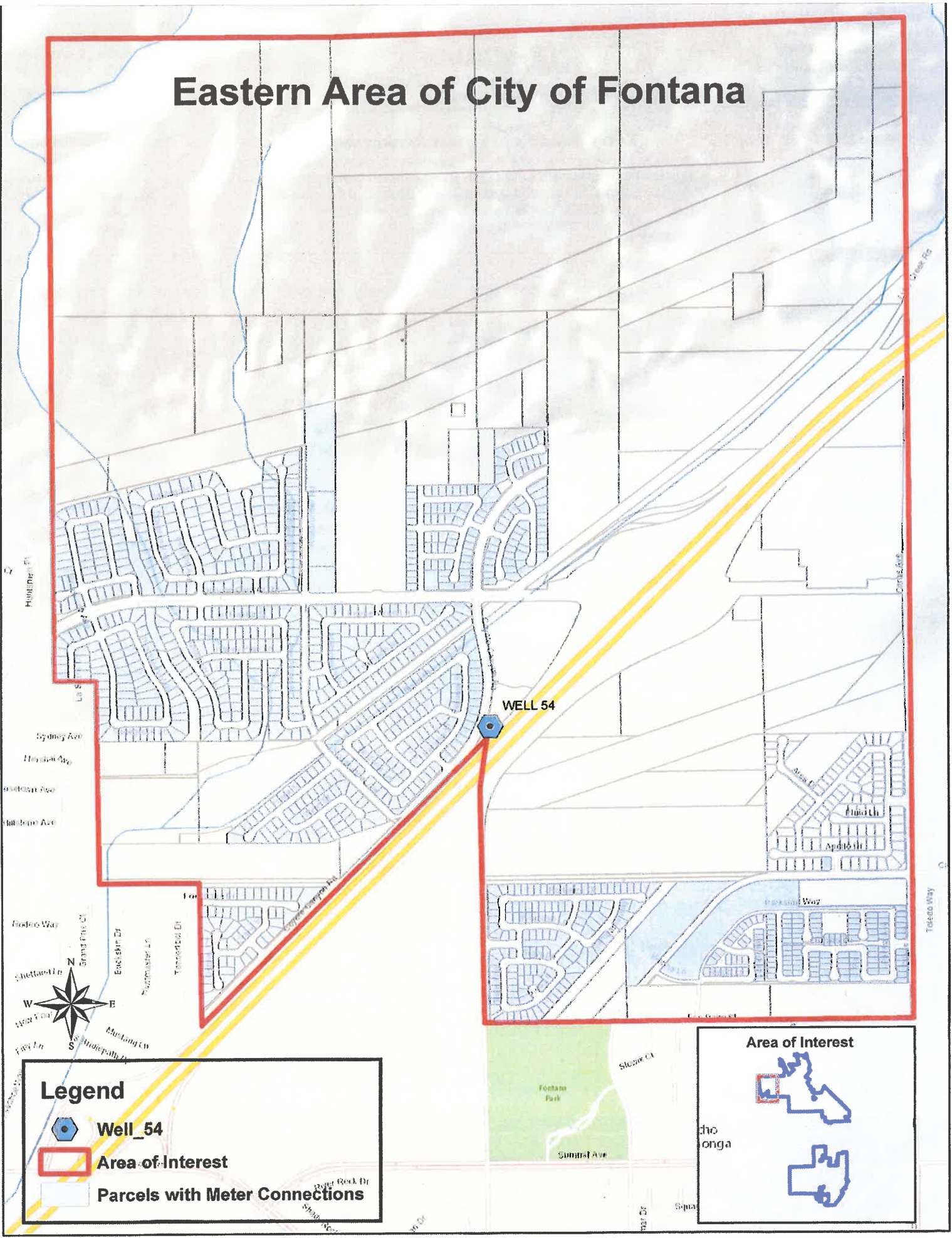
If you have any questions, please feel free to contact my office at 909-820-3701.

Sincerely,

**WEST VALLEY WATER DISTRICT**

Robert Christman  
General Manager

# Eastern Area of City of Fontana



**Legend**

- Well\_54
- Area of Interest
- Parcels with Meter Connections

**Area of Interest**



**Agreement Among West Valley Water District, Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District, and Inland Empire Utilities Agency to provide Temporary Assistance to West Valley Water District for Imported State Water Project Supplies**

West Valley Water District (West Valley) and Inland Empire Utilities Agency (IEUA) have requested assistance delivering water to West Valley's customers in the eastern part of the City of Fontana that overlaps IEUA's service area. The request is a result of a West Valley groundwater well that was taken out of service on May 24, 2018 for service and modifications. San Bernardino Valley Municipal Water District (Valley District) has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can be used to deliver imported State Water Project supplies from the Metropolitan Water District of Southern California (Metropolitan) to a portion of West Valley's service area that overlaps with IEUA's service area. Metropolitan has an existing agreement with San Gabriel Valley MWD that allows for the delivery of water through San Gabriel's Devil Canyon-Azusa Pipeline that would be used to deliver water to the Valley District connection.

1. This agreement is effective as of July 1, 2018 and will terminate December 31, 2020.
2. The amount of annual deliveries shall not exceed 500 acre-feet per calendar year.
3. Metropolitan will deliver the requested water to Valley District at Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. Valley District will deliver the water to West Valley, and West Valley will provide the water to its customers within IEUA's service area. The delivery of the water is not guaranteed. Deliveries are limited to the unused capacity in the San Gabriel Valley Devil Canyon- Azusa Pipeline.
4. IEUA will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use within IEUA's service area by West Valley customers. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates in the same manner as deliveries made to IEUA through Metropolitan's distribution system and connections. Metropolitan will bill IEUA, and IEUA will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. West Valley will reimburse IEUA for all payments made by IEUA to Metropolitan under this agreement and per IEUA Ordinance 104. Valley District shall have no responsibility for the cost of such water delivered to Valley District's connection for use within IEUA's service area by West Valley customer.
5. West Valley will coordinate with IEUA on the monthly amount of imported water requested. IEUA will provide to Metropolitan and Valley District the amounts of water delivered by 3:00 pm on the third business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.
6. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to West Valley through Valley District's connection.

7. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District and West Valley agree to the applicability of section 4502 of Metropolitan's Administrative Code in the same manner as that section applies to IEUA.
  
8. Neither Valley District nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied or delivered by Valley District to West Valley and IEUA pursuant to this Agreement; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water; and West Valley and IEUA shall indemnify, defend, and hold harmless Valley District and its officers, agents, and employees from any such damages or claims of damages, and shall reimburse Valley District for costs of repair of Valley District's facilities and other damages resulting from the operations of West Valley and IEUA.

If the above meets with your understanding, please countersign below and return an original to Metropolitan.

**ACKNOWLEDGED AND AGREED TO:**

**West Valley Water District**


\_\_\_\_\_  
Clarence C. Mansell, Jr., Interim General Manager

**Metropolitan Water District of Southern California**

\_\_\_\_\_  
Jeffrey Kightlinger, General Manager

**ACKNOWLEDGED AND AGREED TO:**

**San Bernardino Valley Municipal Water District**

  
\_\_\_\_\_  
Douglas Headrick, General Manager

**Inland Empire Utilities Agency**

\_\_\_\_\_  
Halla Razak, General Manager



**ACTION  
ITEM  
1G**

**Date:** September 19, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

#HR

09/12/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** Adoption of Resolution No. 2018-9-2, Adopting the 2018 Update to the Recharge Master Plan

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**Executive Summary:**

Section 8.1 of the Peace II Agreement requires that Chino Basin Watermaster (Watermaster) and IEUA update and obtain Court approval of its Recharge Master Plan no less than every five years. The last Recharge Master Plan Update (RMPU) was filed in October of 2013 and thus an update is required.

Since February 2018, the RMPU Steering Committee, which includes IEUA and other pool members, met in monthly workshops to provide input and review comments towards the development of the updated recharge master plan. The findings, recommendation, and implementation plan for the region's groundwater recharge system are stated within the attached final 2018 RMPU; which was completed in late August 2018. In order to meet the required Court filing deadline, Board approval from both Watermaster and IEUA are necessary. Approval of the 2018 RMPU from both Boards is running concurrently.

No new stormwater or supplemental water projects are planned in this update. There are also no fiscal impacts to the approval and adoption of the 2018 RMPU. The next scheduled update is 2023.

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**Staff's Recommendation:**

1. Approve the 2018 Recharge Master Plan Update;
2. Adopt Resolution No. 2018-9-2, adopting the 2018 Update to the Recharge Master Plan ; and
3. Approve a Joint Filing, with Chino Basin Watermaster, to the court.

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**Budget Impact** *Budgeted (Y/N):* N *Amendment (Y/N):* N *Amount for Requested Approval:*

*Account/Project Name:*

None.

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On October 16, 2013, the Board of Directors adopted Resolution 2013-10-1, adopting the 2013 Amendment to the 2010 Update to the Chino Basin Recharge Master Plan

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The efforts in meeting the Court requirement towards the development of the RMPU are consistent with IEUA's Business Goal of Water Reliability by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities.

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**Attachments:**

Attachment 1 - 2018 RMPU [Click to Download](#)

Attachment 2 - Resolution No. 2018-9-2

**RESOLUTION NO. 2018-9-2**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
INLAND EMPIRE UTILITIES AGENCY\* (IEUA), SAN  
BERNARDINO COUNTY, CALIFORNIA, ADOPTING THE 2018  
UPDATE TO THE RECHARGE MASTER PLAN**

**WHEREAS**, in 2000, the Chino Basin Watermaster adopted a Recharge Master Plan which established the technical foundation for the development of the recharge facilities and practices in the Chino Basin; and

**WHEREAS**, in 2001, Watermaster, in cooperation with the Inland Empire Utilities Agency (“IEUA”), initiated the Chino Basin Facilities Improvement Project (“CBFIP”) which implemented facilities recommendations in the Recharge Master Plan; and

**WHEREAS**, in 2006, Watermaster, in cooperation with IEUA, initiated Phase II of the CBFIP in order to implement additional facilities recommendations in the Recharge Master Plan; and

**WHEREAS**, on December 21, 2007, the Court approved the Peace II Measures which set forth a modified approach to management of the Chino Basin known as Basin Re-Operation, the ultimate goal of which is the achievement of Hydraulic Control; and

**WHEREAS**, Section 8.1 of the Peace II Agreement, included the requirement that the Recharge Master Plan be updated and that each of Watermaster and IEUA approve the updates to the Recharge Master Plan; and

**WHEREAS**, pursuant to Section 8.3 of the Peace II Agreement, Watermaster is obligated to make an annual finding that it is in substantial compliance with the Recharge Master Plan, as revised. This requirement exists to ameliorate any long-term risk attributable to reliance upon un-replenished groundwater production by the Desalters, and is a condition on the annual availability of any portion of the 400,000 acre-feet set aside as controlled overdraft; and

**WHEREAS**, pursuant to Section 8.1 of the Peace II Agreement, updates to the Recharge Master Plan must occur as frequently as necessary, but not less frequently than every five years, and must be approved by the Court; and

**WHEREAS**, updates to the Recharge Master Plan must account for the new Basin management regime and other changes that occurred since the creation or last update of the Recharge Master Plan; and

**WHEREAS**, on June 30, 2010, Watermaster submitted its updated Recharge Master Plan (“2010 RMPU”) to the Court; and

**WHEREAS**, Watermaster submitted its 2013 Amendment to the 2010 Recharge Master Plan Update (“2013 RMPU”) to the Court on November 4, 2013; and

**WHEREAS**, on December 13, 2013, the Court issued an order approving the 2013 RMPU, except Section 5 thereof, and on April 25, 2013, the Court issued an Order approving Section 5 of the 2013 RMPU; and

**WHEREAS**, at its November 16, 2017 regular meeting, the Board reviewed an opinion from Wildermuth Environmental, Inc. (“WEI”) regarding the adequacy of replenishment capacity. The Board adopted the findings in the WEI report, a copy of which is attached hereto as Exhibit B, which found that, as there is sufficient recharge capacity to meet future replenishment obligations identified in the 2013 RMPU and that if Basin Re-Operation were terminated prior to 2030, that Watermaster would be able to increase its replenishment activity in order to maintain hydrologic balance within the Basin, and, accordingly, Watermaster was in substantial compliance with the Recharge Master Plan, as required; and

**WHEREAS**, in February 2018, a Recharge Master Plan Update Steering Committee (“Steering Committee”), composed of stakeholders in the Basin, including IEUA, was convened in order to develop the 2018 Recharge Master Plan Update (“2018 RMPU”), attached hereto as Exhibit C, through a collaborative process. The Steering Committee held seven meetings from February 2018 to August 2018 in order for stakeholders to participate in the development of the 2018 RMPU; and

**WHEREAS**, the 2018 RMPU addresses the elements required by the Court’s December 21, 2007 Order Concerning Motion for Approval of Peace II Documents and the Peace II Agreement; and

**WHEREAS**, the 2018 RMPU includes: (1) a description of changed conditions in the Basin from those detailed in the 2013 RMPU and planning assumptions for the 2018 RMPU; (2) a description of the Basin’s response to the updated conditions in the Basin; (3) an inventory of existing and planned recharge facilities in the Basin that can be compared to the Basin’s recharge needs; (4) identification of future needs for recharge capacity in the Basin and a comparison with available recharge capacity; and, (5) recommendations for future activities and an implementation plan for the 2018 RMPU; and

**WHEREAS**, IEUA has been an active participant in the 2018 RMPU process and, on September 19, 2018, IEUA’s Board of Directors approved the 2018 RMPU; and

**WHEREAS**, the Watermaster Board has received periodic updates as to the progress made by the Steering Committee in the development of the 2018 RMPU.

**NOW, THEREFORE**, on the basis of the staff reports, expert opinions and substantial evidence presented, the Board of Directors of the Inland Empire Utilities Agency\* finds that:

1. There exists sufficient recharge capacity to meet future replenishment obligations identified in the 2013 RMPU. If Basin Re-Operation were terminated prior to 2030, Watermaster would be able to increase its replenishment activity in order to maintain hydrologic balance within the Basin, in compliance with the Recharge Master Plan.
2. Watermaster and interested parties, through the Steering Committee, thoroughly evaluated changed circumstances since the time of the 2013 RMPU and how these changes affect the Recharge Master Plan, and this evaluation is included in Sections 2 and 3 of the 2018 RMPU.
3. Watermaster and interested parties, through the Steering Committee, thoroughly evaluated the existing and planned recharge facilities in the Basin as compared to the Basin's recharge needs, and this evaluation is included in Section 4 of the 2018 RMPU.
4. Watermaster and interested parties, through the Steering Committee, considered the need for future recharge capacity by comparing the projected future recharge requirements of the Basin and physical capacity to achieve that requirement and concluded that the existing recharge capacity and facilities on which it relies are sufficient until the next Recharge Master Plan update in 2023. This evaluation is included in Section 5 of the RMPU.
5. Using the information and analysis contained in Sections 1 through 5 of the 2018 RMPU, Watermaster and interested parties, through the Steering Committee, developed recommendations and an implementation plan for the 2018 RMPU, which are included in Section 6 of the 2018 RMPU.
6. The development of the 2018 RMPU complies with the requirements for an update to the Recharge Master Plan.

**NOW, THEREFORE**, the Board of Directors of the Inland Empire Utilities Agency\* does hereby RESOLVE, DETERMINE AND ORDER as follows:

**Section 1.** The 2018 RMPU is based on sound technical analysis and adequately updates the 2013 RMPU in light of changed economic, legislative, and hydrologic conditions within the State of California and in satisfaction of the Peace II Agreement and the Court's Orders.

**Section 2.** Based upon the 2018 RMPU, there exists sufficient recharge capacity to meet future replenishment obligations identified in the 2018 RMPU through 2050. If Basin Re-Operation were terminated prior to 2030, Watermaster would be able to increase

its replenishment activity in order to maintain hydrologic balance within the Basin, in compliance with the Recharge Master Plan.

**Section 3.** Watermaster adopts the 2018 RMPU as the guidance document for the further development of the recharge facilities within the Basin.

**Section 4.** Pursuant to the Peace II Agreement Section 8.1, Watermaster and IEUA will update the Recharge Master Plan not less frequently than once every five years. The Plan will next be updated no later than 2023.

**ADOPTED** this 19<sup>th</sup> day of September 2018.

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Steven J. Elie  
President of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

ATTEST:

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Jasmin A. Hall  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof  
\*A Municipal Water District

(SEAL)

\*A Municipal Water District





**INFORMATION**

**ITEM**

**2B**

# Engineering and Construction Management Project Updates



# EN13001 – San Sevaine Basin Improvements

Project Goal: Improve existing basins to capture more storm water/recycled water for groundwater recharge

Total Project Budget: \$6.5 M  
Project Completion: April 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Scheevel/Dudek	\$359 K	17.69%
Construction (Current)	Gwinco/Yellow Jacket Drilling	\$4.5 M	4.62%





# EN13028 – Preserve Lift Station

Project Goal: Disconnect from Inland Empire Brine Line and direct flow to RP-5



**Total Project Budget: \$335 K**  
**Project Completion: July 2018**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	SAE	\$0	0.0%
Construction	Pacific Hydrotech	\$0	0.0%

# EN17110.01 – RP4 Trident Filters Rehabilitation & Replacement

Project Goal: Repair and rehabilitate existing Trident Filter System

Total Project Budget: \$4.8 M

Project Completion: January 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Carollo	\$455 K	0.0%
Construction (Current)	J.F. Shea	\$3.8 M	3.3%





# EN18040 – RP-1 Maintenance Building HVAC Replacement

Project Goal: Replacement of aged and nonfunctional evaporative cooler units



**Total Project Budget: \$650 K**  
**Project Completion: July 2018**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	N/A	\$0	0.0%
Construction (Current)	Allison Mechanical	\$167 K	0.0%



# RA19002 – IERCF Trommel Screen Improvements

Project Goal: Increase screening efficiency at IERCF.  
Design Build Delivery



**Total Project Budget: \$1.6 M**  
**Project Completion: February 2019**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	WM Lyles	\$0	0.0%
Construction (Current)	WM Lyles	\$1.3 M	0.0%